

Center of Occupational Health & Education (COHE)

Request for Proposals (RFP)



*State of Washington
Department of
Labor & Industries*

Printed: August 10, 2001

STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
REQUEST FOR PROPOSALS (RFP)

Contract Title: Center of Occupational Health & Education

Expected Time Period For Contract: January 1, 2002 to June 30, 2005

Maximum Compensation Possible: \$770,000

Bid Due Date: All bids whether mailed or hand delivered must arrive by 5:00 p.m. local time on October 8, 2001. **FAXED BIDS WILL NOT BE ACCEPTED.**

Submit Bid To: Diana Drylie, MHA
RFP Coordinator
Department of Labor & Industries

For proposal mailing instructions refer to **Section 34** of this RFP and read the directions carefully.

Eligibility: The solicitation is open to organizations that satisfy the minimum qualifications stated herein.

SUMMARY OF SOLICITATION CONTENTS

GENERAL INFORMATION	4
SCHEDULE.....	9
BIDDER'S CONFERENCE.....	10
SUBMISSION OF BID.....	18
PREPARING THE BID	22
BIDDER'S QUESTIONNAIRE	23
CERTIFICATIONS & ASSURANCES	43
SAMPLE CONTRACT	44

TABLE OF CONTENTS

GENERAL INFORMATION.....	4
Introduction	4
Summary of Services Required.....	4
Purpose	5
Goals.....	6
Scope	6
Summary of Preferred Qualifications	6
RFP Coordinator.....	8
Schedule	9
RFP Modification	9
Insurance	9
Bidder's Conference.....	10
Definitions	10
Most Favorable Terms	13
Attachment A to Sample Contract: General Terms and Conditions	13
Minority and Women Owned Business Enterprise Participation.....	13
Collective Bargaining Agreement Compliance.....	14
Workstation Fee	14
Period of Performance	14
Required Services.....	15
Funding.....	15
Final Selection.....	16
Single Response	16
Failure to Comply.....	16
Errors.....	16
Authority to Bind the Department of Labor & Industries	16
Evaluation.....	16
Evaluation Procedures	16
Evaluation Teams	17
Weighting of Questions	17
Preliminary Total Score.....	17
Substantially Equivalent Scores	18
Selection of Apparent Successful Bidder	18
Submission of Bid	18
Bids Delivered by U.S. Mail	18
Bids Delivered by Express Delivery, Hand or Courier	18
Cost of Preparing Bids	19
Debriefing of Unsuccessful Bidders.....	19
Protest - General Information.....	19
Protest - Procedure and Format.....	20
Protest - Deadline for Receipt by L&I	21
PREPARING THE BID	22
Letter of Intent to Bid.....	22
Bidder Identification.....	22
Completing the Bidder's Questionnaire	22
Proprietary Information & Public Disclosure	22
BIDDER'S QUESTIONNAIRE	23
Other Reports Required.....	35

TABLE OF CONTENTS

Certifications & Assurances	43
SAMPLE CONTRACT	44

GENERAL INFORMATION

1. INTRODUCTION

The [Washington State Department of Labor & Industries](#) (L&I or the Department) is initiating this Request for Proposals (RFP) to solicit responses from health care organizations interested in becoming a Center of Occupational Health and Education (COHE). This will involve working with L&I and community physicians to test ways doctors can expand their expertise in occupational disability prevention. Specifically, the pilot will test the ability to use education and incentives to improve outcomes for injured and ill workers.

2. SUMMARY OF SERVICES REQUIRED

Background

Over the last two decades the state-of-the-art treatment of work injuries has changed substantially. Occupational medicine programs, frequently directed by board-certified occupational medicine specialists, have integrated new information technologies with quality improvement techniques. In some cases, this has produced a more effective approach to treatment of worker injuries and the prevention of long-term disability. These widely used techniques form the core of many continuing medical education programs in occupational medicine. They also define current national best practice approaches to the prevention and treatment of workplace injuries.¹

Despite these advances, many workers injured in Washington are unlikely to benefit from the advantages of health care that incorporates occupational health best practices.

Practitioners who devote only a small fraction of their practice time to on-the-job injuries treat most workers injured in Washington. Many of these physicians do not identify and work with employers and workers to prevent disability, do not have access to specialized occupational medicine information systems, and have little or no specialized training in occupational medicine.

Occupational Health Services (OHS) Project

L&I has a long track record of innovation. The agency is committed to continuous improvement as a way to improve customer service as well as the organization's effectiveness.

L&I's Occupational Health Services (OHS) project is a pilot study aimed at improving injured worker outcomes and reducing disability through a community-based change in health care delivery. It will evaluate how well low-tech process changes and reimbursement improvements implemented at the community delivery system level work to improve the care of injured workers. The project works entirely within the existing workers' compensation framework of free choice of physician and fee-for-service reimbursement. It is a partnership between business, labor, L&I, and providers to expand occupational health care expertise and improve outcomes over the next several years. The project will:

- Preserve a worker's choice of physician
- Improve communication between physicians, employers, workers, and the department

¹ The significant change in occupational medicine practice began in the early 1980s as computer technology became more widely available in medical practice. In 1986, the AHA's *Agenda for Change* forced introduction of quality improvement techniques to hospital departments. Professional organizations such as the American Hospital Association (AHA) and the American College of Emergency Physicians (ACEP) developed curricula to train their members in these new techniques. By 1989, occupational medicine became the most widely requested continuing education topic of the AHA. To respond to these needs the AHA published two textbooks which formed the basis of their educational efforts: *Occupational Health Services: A Guide to Program Planning and Management* (Newkirk and Jones Eds.) in 1989, and *Occupational Health Services: Practical Strategies for Improving Quality and Controlling Costs* (Newkirk Ed.) in 1993.

- Make clinical and administrative resources available when and where physicians and workers need them most
- Foster community-based workplace injury and illness prevention

The project will improve reimbursement for specific services demonstrated through research to improve worker outcomes. In addition, access to free continuing medical education in occupational health will help physicians in the community gain expertise in disability prevention. The project will establish a regional Center of Occupational Health and Education (COHE). The COHE will coordinate free continuing education for community physicians. In addition, the COHE will help track quality indicators and worker outcomes, and provide feedback to pilot physicians. The COHE will also assist pilot physicians with care coordination, consultation in problem cases, and communication with employers and unions.

A University of Washington research team will assist in the evaluation of the project. For this project, there is a two-stage evaluation process. The first year and a half (January 2002-June 2003) of the contract will be a maturation phase of the intervention (or COHE). During this phase, a UW team will be conducting action research consisting of a processes review to measure quality indicator improvements as well as conduct brief satisfaction reviews. After the process measurements demonstrate maturity of the COHE, the UW will begin a formal evaluation. This formal evaluation will include extensive review of worker outcomes, worker satisfaction and comparisons of pilot results to community controls. For more details, see appendix A.

3. SERVICES

The contractor shall provide the following deliverables, described in detail within the *Bidders Questionnaire*.

Service Description	
1	Clinical and Occupational Health Expertise
2	Physician Recruitment and Education
3	Community Outreach
4	Health Services Coordination
5	Quality Improvement Methods

L&I envisions working collaboratively with up to two pilot Centers for Occupational Health and Education (COHE) along with participating attending physicians to reduce disability and injury/illness rates in a chosen community(s). Initially, one COHE will be selected. If additional funds become available, L&I reserves the right to contract with the second place bidder if they are located in a different geographic area.

An L&I steering committee and work team exist for this contract. These teams will ensure that L&I employees in the functional areas affected by the pilot Center's performance are updated regularly about the OHS pilot project.

4. PURPOSE

The purpose of this contract is to secure services from health care organizations interested in being a Center of Occupational Health and Education (COHE) and thus being partners for improved outcomes with L&I and physicians in their community.

The Center of Occupational Health and Education (COHE) will:

- Provide interdisciplinary occupational health training and mentoring to participating physicians
- Work directly with community physicians, workers, and employers

- Offer multidisciplinary expertise and consultations to physicians
- Facilitate effective and efficient communication between physicians, workers, employers and the workers' compensation program

5. GOALS

Goals of the pilot fall into two stages. The early stage will demonstrate injured worker care process improvements as measured by:

- Quality indicator use
- Worker, employer and provider surveys
- Focus groups and key informant interviews

The later stage, will demonstrate outcomes and satisfaction improvements as measured by:

- Care outcomes
- Incidence of disability
- Duration of disability
- Administrative outcomes

6. SCOPE

L&I envisions working collaboratively with up to two pilot Center(s) for Occupational Health and Education (COHE) along with attending physicians to reduce disability and injury/illness rates in their community(s). L&I will begin the pilot with one COHE. If additional funds become available, L&I reserves the right to contract with the second choice bidder, if they are located in a different region of the state, to implement and evaluate a second COHE.

The COHE will have an advisory board comprised of business, labor, and health care representatives. L&I's Workers' Compensation Advisory Committee (WCAC) will choose the business and labor members.

The University of Washington has developed measures to track outcomes and worker and employer satisfaction. To maintain a focused effort, measures address a limited number of conditions, carpal tunnel syndrome, low back sprain, and upper and lower extremity fractures.

The COHE will be responsible for training community doctors and assisting them with return to work efforts. The pilot will test whether it is possible to reduce disability by transferring basic occupational health skills from occupational health experts to primary care doctors and chiropractors. One innovative feature of the pilot is linking enhanced payment with an L&I provider agreement that stipulates performance improvements. L&I will offer primary care doctors and chiropractors in the pilot enhanced billing codes and free CME, if they sign a provider application supplement. By signing the supplemental agreement, pilot doctors will agree to take free CME from the COHE's occupational health experts. They will also agree to use four important occupational health best practices when treating injured workers.² In summary, the pilot will change features of health care delivery that are known to influence disability duration. L&I will conduct an evaluation of the pilot to determine whether, in fact, it achieves the goal of reduced disability.

7. SUMMARY OF PREFERRED QUALIFICATIONS

L&I prefers that the Center of Occupational Health & Education possess substantial corporate knowledge in all fields as evidenced by staff skills and experience, references, and published reports. The bidder shall list an affirmation of each area of preferred experience for the specific person(s) who will be assigned to the contract. See *Bidder's Questionnaire*.

² The required best practices include: submitting the ROA within 48 hours of the 1st visit, calling the employer (and union) about return to work soon after the 1st visit, writing an activity prescription at each visit that documents what the worker can do, and referring workers who are on time loss longer than 4 weeks for an assessment of barriers to return to work.

These are the preferred qualifications:

- 7.1. The COHE will be easily accessible to providers, workers, and employers.
- 7.2. At least one doctor within the COHE should have board certification in occupational medicine.
- 7.3. The COHE should have a comprehensive quality assurance program.
- 7.4. The COHE should have breadth & depth in:
 - 7.4.1. Managing complex projects,
 - 7.4.2. Maintaining and monitoring performance measurements,
 - 7.4.3. Delivering occupational health services,
- 7.5. The proposed Center of Occupational Health and Education should meet the national best practice standards for occupational medicine.³ (See Appendix B for the best practice standards.)
- 7.6. The proposed Center of Occupational Health and Education must demonstrate strong executive sponsorship from their organization to ensure their leaders are committed to successful execution of this contract.
- 7.7. The successful bidder and any proposed sub-contractor must be objective and impartial to business and labor interests. They should conduct work in a professional manner to ensure that the purpose, goals, and service requirements are met.
- 7.8. The contractor should provide a team with the following combination of preferred skills. L&I does not intend to be prescriptive about the composition of the COHE team and invites bidders to propose a team that they believe best suits the goals for the COHE.
 - 7.8.1. **Medical Director:** L&I prefers that the Medical Director have at least 7 years experience in occupational health care. Board certification in occupational medicine is beneficial, but not required. The Medical Director should have strong skills in clinical treatment, occupational health principles, leadership, team building, physician education, quality assurance, and quality improvement. This includes problem-solving with a variety of audiences, including executives, external opinion leaders, and cross functional teams within L&I. This person must have the intellectual and interpersonal skills necessary to work effectively with leaders from constituent groups representing competing interests.
 - 7.8.2. **Health Services Coordinator:** L&I prefers that the Health Services Coordinator (HSC) be able to coordinate with a variety of parties that are involved with the injured workers recovery. This could include: the physician, specialists, employer, occupational nurse consultant (ONC) or claim manager, injured worker, and where appropriate, the worker's union, to assure integrated service delivery. The HSC should have at least 3 years experience in coordinating health services in occupational health. This person should have understanding of clinical treatment and be able to encourage and support attending physicians in their use of the pilot best practices and quality indicators. (See Appendix C for quality indicators.)
 - 7.8.3. **Project Management and Administration Skills:** The team should include staff who are skilled in project management, analytical thinking, organizational change, oral and written communication, planning, and team building. A team member needs to have the skills to help organize and deliver CMEs. The team should include a member with knowledge of

³ For more information see: Occupational Health Services Project white paper "Enhancing Attending Physician Occupational Health Expertise", dated September 21, 2000 (<http://www.lni.wa.gov/hsa/ohs>)

effective training methods. In addition, someone on the project team should have experience with developing and implementing new standardized forms or other reporting methods.

- 7.8.4. **Clinical Leadership and Mentoring Skills:** The COHE should have a multi-disciplinary team of clinical leaders including MDs, DOs, and DCs. The clinicians should be experts in the delivery of occupational health and have experience treating injured workers. Team members should have experience acting as educators, mentors, and clinical leaders. They should be occupational health leaders in their organization and credible in the community. They should be forward thinkers and act as a catalyst with their colleagues. These team members should be available for CMEs and, on an ad-hoc basis, for coaching, consultations, and mentoring. In addition, they should have the skills to perform the assessment for impediments to return to work (see Appendix C, performance indicator #4) for workers who are on time loss for more than 4 weeks.
- 7.8.5. **Community Coordination Skills:** The project team should have experience in coordinating with other agencies and groups. This should include knowledge about the physicians, unions, employers and employer groups in their community. Oral and written communication skills should be strong, to facilitate return to work, disability prevention, and injury prevention discussions with employers, unions, and providers.
- 7.8.6. **Information Management Skills:** The team should have the skills to manage information so that physicians, workers, and claims are easily accessible. This includes the ability to incorporate data from participating physicians outside the COHE in an occupational health information system. The team should include someone with the ability to create or modify an occupational health information system to meet the requirements of the COHE.

Teams that do not include the preferred skills above shall receive a lower score than those that meet or exceed the preferred skills.

Team members should be available for the entire length of this contract to provide ongoing services. L&I may, at their sole discretion, without cause, and at any time during the term of the contract, require immediate replacement of staff identified. Substitute staff will not be used without L&I's prior approval.

8. RFP COORDINATOR

L&I's RFP Coordinator is the **sole point of contact** in L&I for this solicitation.

Communications directed to parties other than the Coordinator may result in disqualification of the bidder. The Coordinator for this solicitation is Diana Drylie, MHA.

For proposal mailing instructions: Refer to Section 34 of this RFP.

For questions about this RFP use the following contact information:

Diana Drylie, MHA	Phone:	(360) 902- 6807
RFP Coordinator	FAX:	(360) 902-4249
Department of Labor & Industries	E-Mail:	dryd235@lni.wa.gov
PO Box 44322		
Olympia, WA 98504-4322		

9. SCHEDULE

L&I reserves the right to change the *Schedule* at any time.

SCHEDULE OF EVENTS

EVENT	DATES & TIME
Issue Request for Proposals	August 10, 2001
Question & Answer Period	August 10, 2001-September 5, 2001
Letter of Intent Due	September 5, 2001
Pre-bid Conference	September 5, 2001
Due Date for Bid (Proposal)	October 8, 2001
THE FOLLOWING DATES ARE ESTIMATES	
Conduct Evaluations	October 8, 2001-October 15, 2001
Oral Presentation, if any	October 22, 2001
Announce Apparent Successful Bidder	October 31, 2001
Debriefing Conferences	November 14, 2001
Execute Contract	December 31, 2001

Please NOTE: See *Letter Of Intent To Bid* in the *Preparing the Bid* clause.

10. RFP MODIFICATION

L&I reserves the right to change the *Schedule* or issue amendments to the solicitation at any time. L&I also reserves the right to cancel or reissue the solicitation in whole or in part, and for any reason, at the sole discretion of L&I at any time prior to execution of a contract.

Please NOTE: See *Letter Of Intent To Bid* in the *Preparing the Bid* clause.

10.1. In the event it becomes necessary to revise any part of the solicitation, addenda will be sent as follows:

10.1.1. Before the *Letter of Intent to Bid* due date, addenda will be provided to all individuals and organizations sent a solicitation by L&I.

10.1.2. After the *Letter of Intent to Bid* due date, addenda will be provided **only** to those who submitted a *Letter of Intent to Bid*.

10.2. Specific questions concerning the solicitation shall be submitted during the question and answer period. Oral responses to any questions are to be **considered tentative**. L&I will publish and mail official responses to all vendors that submit a *Letter of Intent to Bid*. This will assure accurate, consistent responses to all vendors. Only written, published responses will be considered official.

10.3. The vendor is to disregard any oral representations it may have received. Bids shall be based on the material contained in this solicitation, official L&I responses to questions that arise during the question and answer period, and any amendments (addenda) which may be made hereto.

11. INSURANCE

The Contractor chosen through this solicitation shall provide insurance coverage as set out in the sample contract included in this solicitation.

12. BIDDER'S CONFERENCE

The pre-proposal conference (bidder's conference) is September 5, 2001, at 1:30 p.m. local time in the Department of Labor & Industries headquarters building in Tumwater, Washington in room S119. L&I will document and answer questions submitted before and during the bidder's conference in written form. L&I shall be bound only to its written answers to questions. L&I will distribute a copy of the questions submitted and their answers to each organization that submits a *Letter of Intent to Bid*.

Directions

Arriving from north of Tumwater: Take I-5 South to Exit 101, the Airdustrial Way Exit. From the off-ramp, turn left at the light onto Airdustrial Way, and go over the freeway. At the next light, turn left onto Linderson Drive. The Department headquarters building will be on your left side.

Arriving from South of Tumwater: Take I-5 North to Exit 101, the Airdustrial Way Exit. From the off-ramp, turn right onto Airdustrial Way. At the next light, turn left onto Linderson Drive. The Department headquarters building will be on your left side.

Parking

Please park in the visitor parking lot and come in through the main entrance to the glass rotunda. Staff at the reception desk will give you visitor's passes and direct you to the meeting room.

Cafeteria

For bidders that wish to arrive early and eat lunch, the L&I headquarters has a large cafeteria and sandwich shop that is open from 8AM-4PM, Monday through Friday.

13. DEFINITIONS

Activity prescription: Physician advice regarding which usual activities (work and non-work) to continue or to avoid and the rationale for this advice.

Assessment for return to work: Physician documentation of potentially modifiable impediments to returning to work, including workplace, health, administrative, and psychosocial issues.

Attending Physician in the Pilot (APP): Physicians who participate in the OHS pilot by completing the supplement to L&I's provider application form. This entitles them to access pilot resources such as special billing codes and free CME. Other extra resources for the APPs include in-service training, clinical and disability prevention consultations, mentoring, health services coordination, outcomes tracking, and feedback on process improvement efforts, and the ability to refer workers for an assessment of their impediments to return to work.

Bid / Response: A formal "offer" made in reply to this solicitation.

Bidder: Entity submitting a formal offer.

Business and Labor Advisory Board: Group of local business and labor leaders appointed by the Workers' Compensation Advisory Committee to provide oversight and direction to the COHE.

Case Management: A method of managing the provision of health care to patients with catastrophic injuries. L&I's case management program relies on nurse case managers from private companies to provide on-site services to catastrophically injured workers. Providers bill L&I on a fee-for-service basis. The external case managers assist department claim

managers with development, coordination, and implementation of plans for hospital discharge and rehabilitation. Catastrophic injuries referred for case management services include: spinal cord paralysis, hospitalized head injuries, hospitalized burns, amputated limbs, major degloving injuries, and multiple trauma or fractures.

Center of Occupational Health and Education (COHE): A COHE is a pilot health care delivery arrangement designed to expand occupational health expertise in the pilot community. This includes disability prevention and management, communication, and service coordination for injured workers, employers, and providers within the pilot region. The COHE will also act as a resource for training primary care physicians and chiropractors in occupational health principles within the pilot region(s).

Certified Minority and Women-Owned Business Enterprise (MWBE): A minority or women-owned business enterprise certified by the Office of Minority and Women's Business Enterprises of Washington State.

Community: The population the COHE serves as defined by area. This can include a county, several counties, or some other area clearly defined in the bid proposal. It must be larger than a single health services organization.

Community Physicians: Community physicians are the providers within the pilot region(s) of the COHE who provide services to injured or ill workers. Typically, attending physicians for injured workers are primary care physicians, such as family practitioners, or chiropractors.

Continuing Medical Education (CME): Educational activities for physicians offered by organizations and institutions which have been approved by the American Medical Association (AMA).

Contractor: Individual or entity awarded a formal written contract.

Current Procedural Terminology (CPT) codes: Codes developed by the Health Care Financing Administration and administered by the American Medical Association for reporting medical services and procedures performed by health care providers.

Delivery System: An organized model to improve quality and efficiency in the delivery of health services.

Disability Prevention (primary): See injury prevention

Disability Prevention (secondary): Timely medical care and coordination of services to reduce the risk of re-injury and return the injured worker back to work in a timely manner.

Health Services Coordination: A practice of using occupational health nurses, vocational rehabilitation counselors, or other providers to perform a range of tasks aimed at facilitating successful return to work for injured employees. Tasks sometimes associated with service coordination include communicating with the employer to identify a contact person, assisting with the development of a modified duty job, coordinating access to needed health services, and facilitating access to specialists.

Industrial Insurance Chiropractic Advisory Committee (CAC): A group of chiropractic physicians, coordinated by L&I, who meet monthly to provide advice to L&I on workers' compensation issues. L&I's Associate Medical Director for Chiropractic attends these meetings monthly.

Injury prevention: The work of preventing injuries at the workplace. Injury prevention may include ergonomic assessments and tracking of injury clusters.

Joint Commission for the Accreditation of Healthcare Organizations (JCAHO): An independent, not-for-profit, organization that is the nation's predominant standards setting and accrediting body in health care.

L&I: The state of Washington Department of Labor & Industries.

Maturation phase: During this phase, also known as the action research phase, the COHE will receive feedback it will use to improve performance. The UW will conduct process evaluations to assess implementation and document the "performance maturity" of the OHS pilot using quality indicators.

National Committee for Quality Assurance (NCQA): An independent, not-for-profit organization whose mission is to evaluate and report on the quality of the nation's managed care plans.

Occupational Health: The process used to provide occupational health services. This includes medical diagnosis and treatment for injuries and illnesses with a focus on primary and secondary prevention. Workers, providers, employers, and L&I all play an integral part in providing good occupational health services.

Occupational Health Services Pilot Project (OHS): A project of the Department of Labor and Industries to improve the health care to injured workers.

Occupational Medicine: A board-certified specialty for medical physicians related to providing occupationally related health services.

Performance Indicators: Clinical care processes that correlate to improved occupational health outcomes. The OHS project concentrates on four performance indicators (See Appendix C). These indicators are linked to reimbursement structures.

Performance maturity: The development of process improvements along a continuum as defined by quality indicators used by UW researchers.

Provider application supplement: An application from the physician to the Department of Labor and Industries that allows the provider to bill on an enhanced fee schedule for services provided to injured workers. The supplement will be unique to the OHS project and will allow physicians to receive free CME credits and take part in the COHE pilot.

Quality Improvement Indicators: Clinical care processes that correlate to improved occupational health outcomes. The OHS project concentrates on five quality indicators. These quality indicators are vital to the project and are important to track for the research conducted by the UW (See Appendix C).

Rehabilitation Accreditation Commission (CARF): A private, not-for-profit organization that grew out of a need in the medical and vocational rehabilitation fields to promote quality programs for people with disabilities and others in need of services.

Report of Accident (ROA): Report of Industrial Injury or Occupational Disease form. This form acts as an application for industrial insurance benefits.

Targeted conditions: Three medical conditions (carpal tunnel syndrome, low back pain, and lower and upper extremity fractures) chosen to be the focus of quality improvement efforts of the COHE.

Transitional work options: Options that allow an injured worker to return to work, including light duty options, work hardening, and adjustments to the work schedule.

Vendor: Entity that sells goods or services.

Washington State Medical Association Industrial Insurance Advisory Committee (WSMA): A group of medical physicians, coordinated by L&I, who meet monthly to provide advice on workers' compensation issues. L&I's Medical Director attends these meetings monthly.

Workers' Compensation Advisory Committee Health Care Subcommittee (WCAC/HC): A business and labor advisory committee assembled to advise L&I throughout the OHS pilot contract. This subcommittee consists of four business members and four labor members appointed by the WCAC parent committee. The subcommittee also includes a member from the Board of Industrial Insurance Appeals. It is chaired by L&I.

Working Days: Weekends and state holidays are not included in the count.

14. **MOST FAVORABLE TERMS**

L&I reserves the right to make an award without further discussion of the bid submitted; there will be no best and final offer procedure. Therefore, the bid should be initially submitted on the most favorable terms the bidder can offer.

Please Note: An exception is that the RFP Coordinator may contact the bidder for clarification of a portion of the bid.

This RFP may become part of the Contract that results from this solicitation. Contract negotiation may provide for the incorporation of some or all parts of the bid. The bid will become part of the official file on this matter without obligation to L&I.

The Apparent Successful Bidder will be expected to enter into a Contract with L&I which is substantially the same as the *Sample Contract* including the *General Terms & Conditions* which are part of this solicitation. The *Sample Contract* is **NOT** meant to contain in its entirety the terms and conditions of the final contract as awarded in response to this RFP. In no event is a bidder to submit its own standard contract terms and conditions in response to this solicitation. The bidder may submit suggested exceptions as allowed in *Certifications & Assurances*.

15. **ATTACHMENT A TO SAMPLE CONTRACT: GENERAL TERMS AND CONDITIONS**

Attachment A to the Sample Contract: *General Terms and Conditions*, shall be included in any contract awarded as a result of this solicitation. See *Attachment A to Sample Contract* that is part of this solicitation. In no event is a bidder to submit its own standard contract terms and conditions in response to this solicitation. The bidder may submit suggested exceptions as allowed in *Certifications & Assurances*.

16. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE) PARTICIPATION**

General Statement

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Bidder/Proposer should seek to represent the state's interest in goal attainment and MWBE participation. Participation may be either on a direct basis, in response to this solicitation/invitation, or as a subcontractor to a Bidder/Proposer. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms.

Voluntary MWBE Goals

The following voluntary numerical MWBE participation goals have been established for this solicitation/invitation:

MBE	10%
-----	-----

WBE 4%

These goals are voluntary, but achievement of the goals is encouraged.

However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents; no preference will be included in the evaluation of bids/proposals. No minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Non-Discrimination

Contractors, Bidders, and Proposers shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

Record Keeping

The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the contractor makes to increase the participation of MWBEs as listed below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

Reporting Requirements

If any part of the contract, including the supply of materials and equipment, is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.

17. COLLECTIVE BARGAINING AGREEMENT COMPLIANCE

L&I shall contract for and administer services contracts in a manner consistent with the Collective Bargaining Agreement between L&I and the Washington Federation of State Employees, Council 28.

18. WORKSTATION FEE

If the contractor is assigned a workstation onsite at an L&I location, L&I will charge the contractor a *workstation fee* of \$108.00 per month to cover the cost of the workstation **for each workstation assigned**. This amount shall be invoiced by the contractor on a monthly basis as a credit against invoiced charges to L&I.

19. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this solicitation is tentatively scheduled to begin on or about January 1, 2002, and end on or about June 30, 2005, with possible amendments extending the contract. The COHE shall collaborate with L&I and the

University of Washington to measure and track indicators of worker, employer, and physician satisfaction and worker outcomes. L&I will review progress in June 2003 to determine the continuation or termination of the project. This is unless the project is terminated sooner or extended by L&I as provided in the contract. Continuation shall be at the sole discretion of L&I. Amendments, if any, extending the period of performance shall be at the sole discretion of L&I.

20. REQUIRED SERVICES

L&I would prefer the bidder meet the proposed dates and timelines listed below. A bidder may submit suggested exceptions in response to this solicitation. A bidder who cannot meet the preferred dates and timelines below may receive a lower score than those who meet or exceed the preferred dates and timelines. The score is based upon points received based on responses to this RFP.

- Interactive Continuing Medical Education (CME) shall be administered at such times and places as designated by L&I's Contract Manager beginning in the first quarter of 2001, and thereafter as provided in the contract. The COHE shall provide full reporting of number of attendees, affiliation of attendees, topics covered, etc. to L&I within 20 calendar days following a CME.
- The COHE shall develop an employer and union contact list within 90 days of contract execution. It shall collect transitional duty options from the large employers in the community, and help develop transitional work programs among smaller employers, when needed.
- The COHE's occupational medicine information system used to track cases should be operational, in a basic form, within 90 days of contract execution. The information system should be able to track selected quality of care indicators, the work status of injured workers, and other selected process evaluation measures.
- The COHE should have a formal quality assurance committee within 30 days of contract execution. The committee should evaluate the processes of the COHE, including its ability to involve attending physicians.
- COHEs shall develop standardized forms unique to the project within 90 days of contract execution and shall evaluate, update and maintain them throughout the pilot.

In the event L&I policy changes, limiting the scope of services or funding, after the award of the contract, L&I may terminate the contract without advance notice subject to renegotiation under the new limitations and conditions.

21. FUNDING

L&I anticipates that it will spend a maximum of \$770,000 on this contract, with no more than \$385,000 during the first year and a half. Bids in excess of \$770,000, or \$385,000 in the first year and a half, may be rejected as non-responsive. In the event additional funds become available, a contract may be awarded to the second place bidder, if they are located in a different geographic region.

In addition to the administrative funds, the COHE (and participating physicians in the community) will have access to an enhanced fee schedule for care coordination and other claim specific activities. These financial incentives shall be based on physician and COHE performance, and Continuing Medical Education (CME) credits. Reimbursement shall link to quality indicators and CME credits. (See Appendix D for the project fee schedule.)

22. **FINAL SELECTION**

L&I reserves the right, at its sole discretion, to **reject any or all responses** without penalty and/or not to issue a contract as a result of this solicitation.

L&I reserves the right to refrain from contracting with any vendor. The issuance of this solicitation does not compel L&I to purchase. The final selection, if any, will be that response which, in the opinion of L&I, best meets the requirements set forth in this solicitation and is in the best interest of L&I and the State of Washington.

23. **SINGLE RESPONSE**

A single bid (i.e., receipt of a bid from only one vendor) to the solicitation may be deemed a failure of competition and, at the sole option of L&I, the **solicitation may be canceled**.

Likewise, receipt of only one bid may allow L&I to award a contract to that vendor.

24. **FAILURE TO COMPLY**

The bidder is specifically notified that failure to comply with any part of the solicitation may result in **rejection of the bid as non-responsive**.

Rejected, non-responsive bids will not be scored.

Failure to respond to any portions of the *Bidder's Questionnaire* may result in **rejection of the bid as non-responsive** and the bid will not be scored.

25. **ERRORS**

L&I **will not** be liable for any errors in bids. L&I reserves the right at its sole discretion, to make corrections or amendments due to minor administrative irregularities contained in any bid and/or may contact the bidder for clarification of the bid.

26. **AUTHORITY TO BIND THE DEPARTMENT OF LABOR & INDUSTRIES**

The Director of the Department of Labor & Industries or his designees are the only individuals who may legally commit L&I to the expenditures of funds for a contract resulting from this solicitation. No cost chargeable to the proposed contract may be incurred before receipt of either a fully executed contract or specific, written authorization from the Director or his designees.

27. **EVALUATION**

The evaluation process is designed to determine bidders with the best combination of attributes based on a scoring criteria. Scores are based in part on the evaluation of the bidder's responses to the questions in the *Bidder's Questionnaire/s* including their:

- 27.1. Technical Methods
- 27.2. Organization and Staffing
- 27.3. Cost

Bidder's written proposals will be scored by the evaluation team and, if needed, more than one of the top-ranked bidders may be invited for oral interviews. Final selection will be based on the oral interview score. Additional points, worth up to 30% of the oral interview score, may be awarded to the top-ranked bidders that have the support of the two business evaluators and the two labor evaluators. L&I may award a contract to any one of the top-ranked bidders that score highest on the oral interview.

28. **EVALUATION PROCEDURES**

The bids will be evaluated strictly in accordance with the requirements set forth in this solicitation and any amendments thereto.

The RFP coordinator will review all bids to determine compliance with administrative and bid preparation requirements, and instructions specified in this solicitation.

If all responding bidders fail to meet any single mandatory item, L&I reserves the right at its sole discretion to do the following:

- cancel the procurement; or
- delete the mandatory item.

The bids will be evaluated by an evaluation team which will determine the bid which best meets the requirements stated in this solicitation. The evaluators will consider how well the bidder's response meets the needs of L&I as described in the bidder's response to each question. It is important that the bids be clear and complete so that the evaluators can adequately understand all aspects of the bid. L&I, at its sole discretion, may contact the bidder for clarification of the bid.

L&I will conduct oral interviews with the top-ranked bidders. The RFP Coordinator will notify the top-ranked bidders of the opportunity to interview. The date for the interviews is October 22, 2001. Interviews will last up to one and a half hours. During the interviews, top ranked bidders will be allowed the first half of the interview to present their proposals using overheads or handouts. The second half of the interview will be devoted to questions from the evaluation team. Oral interviews may be scored. Additional points, worth up to 30% of the oral interview score, may be awarded to the top-ranked bidders that have the support of the two business evaluators and the two labor evaluators. L&I may award a contract to any one of the top-ranked bidders that score highest on the oral interview.

Commitments made by the bidder at the oral interview, if any, must be considered binding by the bidder.

29. **EVALUATION TEAMS**

The evaluation procedures will be performed under the direction of the RFP Coordinator, other state staff, representatives from business and representatives from labor who will determine which bid is most responsive to the requirements stated in this solicitation. Vendors **will not** have personal contact with evaluators unless L&I elects oral presentations.

30. **WEIGHTING OF QUESTIONS**

The scoring/weighting of written responses is as follows with percent meaning the percent of the total points awarded in the preliminary scoring of the bid.

L&I RESERVES THE RIGHT NOT TO BE LIMITED TO THE LOWEST COST BID.

PRELIMINARY SCORE

TOPIC	PERCENT
Technical Methods	70%
Organization and Staffing	25%
Contract Cost	5%
Total	100%

31. **PRELIMINARY SCORE**

The preliminary score includes the sum of all points awarded by the L&I evaluation team for the written responses. L&I will invite top scoring bidders for oral interviews.

32. **SUBSTANTIALLY EQUIVALENT SCORES**

When evaluation of the bids produces numerical ratings that are substantially equivalent (e.g., the scores separated by 2% or less, etc.), L&I shall award the contract to the bidder whose proposed services are deemed to be in L&I's best interest.

33. **SELECTION OF APPARENT SUCCESSFUL BIDDER**

The Coordinator will recommend to L&I management the selection of an Apparent Successful Bidder based solely on a preliminary score or, if held, solely on an oral interview score.

34. **SUBMISSION OF BID**

One original and **NINE(9) COPIES of the bid must arrive no later than 5:00 p.m., local time, Tumwater, Washington, by the due date of October 8, 2001**, in accordance with the directions given below. Notwithstanding the provision of RCW 1.12.070, postmarks **will not** be considered as the date received for purposes of this solicitation. **FAXed** bids **are not** acceptable.

Late bids shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at the discretion of the bidder, and shall be at the bidder's sole risk to assure delivery at the designated time and place. L&I does not take responsibility for any problems in the mail or delivery services.

*Allow **additional time** for delivery around holidays.*

All bids and accompanying documentation which arrive before the due date and are not officially withdrawn by the vendor before the due date will become the property of L&I and may not be returned.

Bids Delivered by U.S. Mail

Bids sent through the United States Postal Service (USPS) must be addressed as follows:

<i>Note: Use this address for</i>
<u>US MAIL SERVICE</u>

Diana Drylie, MHA
RFP Coordinator
Department of Labor & Industries
PO Box 44322
Olympia WA 98504-4322

Bidders who use a priority, registered and/or certified delivery service are encouraged to use a delivery service **other than** the USPS for material that is time sensitive or for proof of receipt by L&I. The USPS does not provide **direct** physical delivery to the L&I building located in Tumwater, Washington. They deliver to the State mail system building in Olympia.

If the bid is sent through the USPS, L&I **does not** accept the following as proof of mailing:

- A metered postmark;
- A mail receipt dated by the U.S. Postal Service; or
- A dated postmark by the U.S. Postal Service.

*Allow an **additional 3-5 days** around holidays*

Bids Delivered by Express Delivery Service, Hand or Courier

Bidders who use a priority, registered and/or certified delivery service are encouraged to use a delivery service **other than** the USPS for material that is time sensitive or for proof of receipt

by L&I. Bids that are delivered using express delivery services, hand-delivered, or courier must be delivered to L&I's physical address:

<i>Note: Use this address for</i>
<u>EXPRESS DELIVERY SERVICES</u>

Diana Drylie, MHA
RFP Coordinator
Department of Labor & Industries
7273 Linderson Way SW
Tumwater, WA 98501

Bids may be left at the front desk in the headquarters rotunda. L&I will accept hand delivered bids between 8:00 a.m. and 5:00 p.m. (local time in Tumwater, Washington) daily, except Saturdays, Sundays, and State Holidays. **FAXed bids will not be accepted.**

35. **COST OF PREPARING BIDS**

L&I is not liable for any costs incurred by vendors in the preparation and presentation of bids submitted in response to this solicitation.

36. **DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Unsuccessful Bidders will be afforded a debriefing conference. The request for a debriefing conference must be received by L&I's RFP Coordinator within seven (7) working days after mailing by L&I of the *Notification to Unsuccessful Bidder*. Discussion will be limited to a critique of the requesting bidder's response. Comparisons between bids or evaluations of the other bidder's responses **will not** be allowed. The debriefing conference must be held within fourteen (14) working days after mailing by L&I of the *Notification to Unsuccessful Bidder*.

37. **PROTEST - GENERAL INFORMATION**

Who may protest

A party may utilize these protest procedures if it (1) has submitted a bid, that is, the protester must have submitted a bid, and (2) has requested a debriefing conference within the required time period, and (3) received a debriefing conference.

Limitations

Bidders protesting the award (selection of the Apparent Successful Bidder) must follow the procedures described below. The bidder should include in its protest all issues it wishes to raise because a bidder is limited to only one protest. Issues not raised in the initial protest shall not be considered. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the **sole administrative remedy** available to bidders under this procurement. Chapter 34.05 RCW, Administrative Procedures Act (APA) **does not apply** to this procurement.

Protest Review

Upon receipt of a protest, a protest review will be held by the Contracts Office to review the procurement process utilized. This is not a review of bids submitted or the evaluation scores received. The review is to ensure agency **policy and procedures** were followed, all requirements were met and all bidders were treated equally and fairly. See *Allowable* and *Disallowed Issues* below.

If a protest may affect the interest of any bidder, such bidder/s may be given an opportunity to submit its view and any relevant information on the protest to the Contracts Office.

The Contracts Office will consider the record and all facts available and issue a decision within ten (10) working days of receipt of the protest unless additional time is required, in which case the protesting party will be notified by the Contracts Office of the delay. The decision of the Contracts Office will be final and conclusive.

Allowable Issues

Only protests setting out an **issue of fact** concerning the following subjects shall be considered:

- a matter of bias, discrimination or conflict of interest,
- errors in tabulation, or
- non-compliance with procedures described in the procurement document or agency policy.

Disallowed Issues

Protests not based on procedural matters will not be considered. Protests will be **rejected as without merit** if they attack such issues as:

- evaluator's professional judgment on the quality of a proposal, or
- L&I's assessments of its own needs or requirements.

38. PROTEST - PROCEDURE AND FORMAT

Written Document

All protests must be in writing and signed by the protesting party or an authorized agent and submitted as set out in *Protest - Deadline For Receipt by L&I*, below. Telegrams, FAXed documents, or similar transmittals will not be considered.

Statement of Facts

The protest must state all facts and arguments about an *allowable issue* reasonably known by the protesting party at the time of the protest on which the protesting party is relying.

Required Format

The protest must be set out in the following format:

- 38.1. Identity of the Protester: Name, address, phone number, FAX number, contact person.
 - 38.2. Identity of Solicitation: Title of solicitation, date, and solicitation Coordinator.
 - 38.3. Issue Protested: State which of the allowable issues is being protested.
 - 38.4. Specific Facts and Circumstances: Describe, with specificity and in chronological order, the exact facts and circumstances leading to the belief that a protestable issue occurred. Such statement must include, but is not limited to the following:
 - 38.4.1. *Dates* of documents, actions, etc.; and
 - 38.4.2. *Names and titles* of all involved parties; and
 - 38.4.3. *Statements, activities*, etc. of each involved party.
 - 38.5. Resolution Requested: State the requested resolution of the protest.
 - 38.6. Attachments: List and include copies of all documents referenced in the protest.
- However, you do not need to send a copy of your bid or this solicitation document.

Submit to

All protests shall be addressed as follows:

*Contracts Office
Department of Labor & Industries
PO Box 44831
Olympia WA 98504-4831*

During the protest period, L&I may enter into a contract with the apparent successful bidder: in the event of a timely protest, the Department may proceed further with the procurement but shall not execute the contract unless the protest is decided or until the head of the Department or a designee makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Department.

39. *PROTEST - DEADLINE FOR RECEIPT BY L&I*

The written protest must be received by the Contracts Office no later than 5:00 p.m. local time in Tumwater, Washington, five (5) working days following the scheduled debriefing conference with the unsuccessful bidder.

PREPARING THE BID

40. LETTER OF INTENT TO BID

A letter indicating the bidder's intent to submit a bid responding to this solicitation **must** be received by the RFP Coordinator no later than 5:00 p.m. local time, on the date set out in the *RFP Schedule*.

Failure to submit a *Letter of Intent to Bid* by the deadline specified may result in deletion of the bidder's name from the mailing list for further information on this solicitation. Vendors may submit the *Letter of Intent to Bid* after its due date - however, L&I does not guarantee that bidders who submit late will receive all information sent out by L&I. **L&I will still accept bids whether or not a *Letter of Intent to Bid* is received by L&I.**

41. BIDDER IDENTIFICATION

The bidder's name must be entered at either the top or bottom (header/footer) of each page of the response.

42. COMPLETING THE BIDDER'S QUESTIONNAIRE

You must respond to the solicitation requirements by completing and returning to L&I the attached *Bidder's Questionnaire* **and by including additional pages** as needed to respond to all information required.

WHEN ATTACHING ADDITIONAL PAGES for explaining answers or describing experience:

- ① restate the number and the short title of the requirement; and
- ② write the response immediately after the short title.

Do not respond by referencing material presented elsewhere. The response provided immediately after the restatement of the requirement shall be considered complete and stand on its own merits. A response of "*will comply*" or "*see above*" or similar statement may receive zero (0) points for scoring purposes. **Failure to respond** to any portions of the *Bidder's Questionnaire* may result in rejection of the bid as non-responsive and the bid will not be scored.

43. PROPRIETARY INFORMATION & PUBLIC DISCLOSURE

In order to protect the integrity of the contracting process which is a vital state interest, bids will not be disclosed until after award and signing of the contract. It is L&I's duty to conduct the state's business in such a way as to protect the public. In order to so protect, L&I will not disclose bids before a contract is signed. This will ensure fair competition without undue advantage to any bidder leading to private gain and public loss.

Any information contained in the bid that the bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340, must be clearly designated. The page and the particular exception/s from disclosure upon which the bidder is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "**confidential**" printed on the **lower right hand corner** of the page. Marking the entire bid as confidential will be neither accepted nor honored and may result in disclosure of the entire bid. The bidder must be reasonable in designating information as confidential.

After the contract is signed, the bids shall be deemed public records as defined in RCW 42.17.250 to .340. Confidentiality is available only to the limited extent allowed in state law. **L&I can choose to disclose despite information being marked as confidential.**

**BIDDER'S QUESTIONNAIRE
QUALIFICATIONS, EXPERIENCE, COST RESPONSE**

WHEN ATTACHING ADDITIONAL PAGES for explaining answers or describing experience,

- ① restate the number and the short title of the requirement and**
- ② write the response immediately after the short title.**

The Bidder's name must be entered at the top or bottom (header/footer) of each page of the response.

IDENTIFYING INFORMATION.

1. Firm

Firm's Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ FAX (if any) _____ Email _____

Washington State UBI # _____ Federal Tax ID # _____

2. Primary contact person

If different from above - provide name, address, phone, fax, Internet.

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ FAX (if any) _____ Email _____

3. Principal Officer/s

List more than 2 as appropriate.

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ FAX (if any) _____ Email _____

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ FAX (if any) _____ Email _____

4. **Conflict Of Interest Information & Collective Bargaining Agreement Compliance**

4.1. **State Employee**

As of the date of this response:

Are you or do you employ or have as a principal officer or member of your governing board, a <u>current</u> employee of the State of Washington?	Yes <input type="checkbox"/> - No <input type="checkbox"/>
Are you or do you employ or have as a principal officer or member of your governing board, a person who is a <u>former</u> employee of the State of Washington but worked for the state as an employee within the last two (2) years?	Yes <input type="checkbox"/> - No <input type="checkbox"/>

If you answered *yes* to either of the questions above it is possible that under either the L&I WFSE Collective Bargaining Agreement or chapter 42.52 RCW the person may not be assigned to work on the contract awarded as a result of this solicitation. You can contact the RFP Coordinator for more information. Complete the following:

Person's name

Person's name

Agency's name

Agency's name

Agency contact person

Agency contact person

Contact person's phone

Contact person's phone

Date left state employment

Date left state employment

5. **Legal Status of the Bidder:** corporation ☐; partnership ☐; sole proprietor ☐; other ☐ _____

6. **Minority/Woman Owned Business** (MWBE):Yes ☐; - No ☐
Washington State
Certification # _____ Check one only:Minority ☐; - Woman ☐

7. **Employee Location**
Do you have employees and facilities in Washington State?Yes ☐; - No ☐

8. **Technical Methods Section**

This section provides a brief description of the required services. It specifies information the bidder must provide to L&I to be considered for this project. The Center of Occupational Health and Education (COHE) chosen through this solicitation will be coordinating the manner and means of conducting the work with L&I's Contract Manager. Therefore, the descriptions are not intended to completely describe all of the work that the contractor would need to perform to complete the services.

The bidder must describe how they would conduct this project, ensuring required services are met. Bidders must respond to each item listed below. Bidder's responses should include the information outlined below. **Bidders must present this information in the same order as the following outline including the number and title.**

A Contract(s) awarded as a result of this RFP is contingent upon the availability of funding. In the event additional funds become available, any Contract(s) awarded may be re-negotiated to provide for additional services.

8.1. **Clinical and Occupational Health Expertise**

Summary: The COHE will serve as a community resource for expanding occupational health expertise among local doctors. It must be able to provide formal training (CMEs) and case consultations aimed at increasing local doctors' occupational health skills. Therefore, the COHE must have or be able to recruit and develop a relationship with providers who have expertise in clinical care and occupational health principles. The bidder's proposal must demonstrate an ongoing relationship or formal agreement with the community experts. These experts should have expertise in clinical care or occupational health and be, or be able to become, opinion leaders and informal mentors for the attending physicians in the community.

These experts should be available to assist with the services described below (physician recruitment and education, community outreach, health services coordination, and quality improvement). The list of experts needs to be maintained and updated throughout the pilot project. Clinical expertise should include specialty physicians, occupational medicine, family practice, and chiropractic physicians. The COHE should recruit experts from multiple specialties so that attending physicians can seek advice from their peers or from condition-specific experts.

The COHE needs to demonstrate a relationship with at least one occupational health professional who has knowledge and experience in secondary disability prevention, return to work, and injury prevention. This person should have or develop knowledge and experience in coordinating with L&I resources to avoid duplication of services. This role could be filled by many provider types (for example, occupational health nurses, vocational counselors, occupational therapists, ergonomists).

Experts working at and/or affiliated with the COHEs may also provide clinical services for more complex occupational conditions that may frequently be misdiagnosed or identified a long time after exposure (i.e., certain lung diseases).

Questions: Provide a concise, but detailed description of the methods you would employ to assemble a team of occupational health experts. Provide a bulleted list of subtasks for accomplishing the service. Include the **number and title** of the service.

- 8.1.1 Describe the methods you will use to select and work with occupational health experts. Explain how you determined which provider types should be included in your list of affiliated experts. Describe how you will develop relationships

with experts outside of the bidding organization. Describe how you will determine who the community opinion leaders are.

- 8.1.2 Describe how you will communicate the availability of these experts to the attending physicians in the pilot. Include details about how attending physicians in the pilot who are not affiliated with the same organization as the expert will gain information about the available resources.
- 8.1.3 Explain how the attending physicians in the pilot will access the experts. Include a discussion about how Attending Physicians in the Pilot (APP) who are not in the selected experts' organizations or networks will gain access to the resource.
- 8.1.4 Describe the methods and steps you will use to encourage APPs to seek advice or assistance from the experts.
- 8.1.5 Explain the methods and steps you will take to verify the appropriateness of the provider experts affiliated with the COHE. For example, how will you determine whether you need to broaden your list of experts to include more provider types, or if more time is needed from the experts already working with the COHE. Describe how you will track the usage of the resource by the APPs.
- 8.1.6 Describe the resources you will need from L&I and other stakeholders to offer the proposed services.
- 8.1.7 What additional services or creative approaches do you propose to achieve or enhance the project purpose? Briefly describe any special services or management techniques not mentioned above.

8.2. **Physician Recruitment and Education**

Summary: The purpose of this service is to enhance the occupational health expertise of community physicians who have not had formal or extensive training in occupational health.

Recruitment: The COHE will be responsible for developing and implementing a plan to recruit physicians in the community who are interested in expanding their occupational health expertise. The COHE should utilize the Business and Labor Advisory Board to assist in the recruitment of additional physicians. Recruitment must include physicians in the community not typically aligned with the center. The goal of the recruitment process should be to get a high proportion of attending physicians in the community to agree to take part in the pilot project.

Any physician (including COHE staff) interested in becoming an Attending Physician in the Pilot (APP) will need to complete a supplement to their L&I provider application. This will entitle them to access pilot resources such as special billing codes and free CME. The supplement will outline reimbursable services, educational requirements, process improvement efforts, and extra resources available. Extra resources for the APPs include access to free CME, in-service training, clinical and disability prevention consultations, health services coordination, outcomes tracking and feedback on process improvement efforts.

Training: The COHE shall develop and organize formal interactive Continuing Medical Education (CME) training for APPs on quality occupational health delivery strategies and practices. Training will include background on the pilot project, clinical treatment (particular attention should be given to the 3 targeted conditions), disability prevention, L&I administrative processes, and workers' compensation rules and regulations. L&I will be available to assist with these CME sessions. Other possibilities for training are academic detailing or other outreach visits, high technology options (web-based or CD-ROM), as well as CME credit for visits to work sites. CME will be provided in the pilot community. L&I will disseminate best practices developed through the scientific research and practices of the COHE to doctors throughout Washington state.

CMEs shall be administered at such times and places as designated by L&I's Contract Manager beginning in the first quarter of 2002, and thereafter as provided in the contract.

- Interactive 1-2 day CME courses shall be provided at least 2 times per year on dates approved by L&I's Contract Manager.
- Simple ½1 day CME courses shall be provided at least 4 times per year on dates approved by L&I's Contract Manager.
- Reminder or refresher information will also be made available at least 6 times per year (for example web-based, CD-ROM, in-services, grand rounds, office visits, informal mentoring, etc.)
- The dates of CMEs shall be set at least 2 months in advance and may be canceled or changed only in an emergency with approval of L&I's Contract Manager.
- CME content and course syllabi will be provided to L&I for review 6 weeks before the scheduled date of the CME.
- The COHE should provide L&I with a quarterly report about the proportion of attending physicians who utilize the educational, mentoring, consultation and other services. The report should include the proportion of attending physicians internal and external to the bidding organization.

Questions: Provide a concise, but detailed description of the methods you would employ. Provide a bulleted list of subtasks for accomplishing the service. Include the **number and title** of the service.

- 8.2.1 Describe how you plan to recruit attending physicians in your community. Give a detailed description including the methods you will use to reach out to physicians not typically aligned with your organization.
- 8.2.2 How many and what proportion of attending physicians in your community do you expect to recruit for the pilot project? Please describe how you determined this proportion. What proportion of the attending physicians you expect to recruit are part of your own (or your subcontractors') network? What proportion of the attending physicians you expect to recruit are not part of your own (or your subcontractors') network? Provide an estimate of the annual workers' compensation patient volume. Please use data in Appendix E as a reference.
- 8.2.3 Describe your current educational activities. Include a description of the types of courses, materials, topics, audiences, etc. Do you have a training facility that is available to you? Can you accredit category 1 CME? If not, explain who will accredit category 1 CME for the pilot project.
- 8.2.4 Describe the educational activities you will undertake for this project. Give a detailed account of frequency of activities, topics covered, trainers or educators used, plan for marketing to the APPs, and locations for any on-site training or activities. Include a plan for tracking provider attendance and maintaining a list of providers who have successfully completed CMEs.
- 8.2.5 Describe how you will provide alternative arrangements for attendees with special needs (learning disabilities, physical challenges, etc.).
- 8.2.6 Describe any proposed efforts for providing information and education available in alternative formats (for example, educational materials, CD ROMs, web-based applications, informal mentoring).
- 8.2.7 Describe the resources you will need from L&I and other stakeholders to offer the proposed services (for example, assistance with content development, providing trainers, etc.)
- 8.2.8 What additional services or creative approaches do you propose to achieve or enhance the project purpose? Briefly describe any special services or management techniques not mentioned above.

8.3. **Community Outreach**

Summary: A goal of the project is to enhance communication among the providers, workers' compensation insurer (claim managers, occupational nurse consultants (ONC), etc.), worker, worker's union representative, and employer and employer groups. In order to facilitate this communication, the COHE must open lines of communication with each of these players. Therefore, the COHE shall share information about the workers' compensation system with employers, workers, and unions in the pilot community. This will include working with the employer community and unions to begin discussions about return to work, disability prevention, and injury prevention.

The COHE shall develop an employer and a union contact list within 90 days of contract execution. It shall collect transitional duty options, when needed, from the large employers in the community, and help develop transitional work programs among smaller employers.

Outreach to employers and unions should include the benefits of transitional duty options, maintaining contact with injured workers, and prevention efforts. Whenever possible, the COHE shall provide assistance with injury prevention by using the information available within the health care delivery system to identify situations where prevention efforts could be focused. This includes identifying injury patterns and collecting and maintaining information about the available injury prevention resources. In addition, the COHE should notify appropriate consultation or research resources in the community or at L&I for prevention of future injuries and/or illnesses. The COHE should consider how to share successful prevention strategies with like employers and unions.

Standardized Forms: The COHE shall work with representatives from L&I, attending physicians, employers, and labor unions to develop standardized forms unique to the project for information collection and dissemination. The COHE shall complete forms development within 90 days of contract execution and shall evaluate, update and maintain them throughout the pilot. The COHE shall use multidisciplinary teams to develop methods for recording work restrictions, transitional work options, and employer contact information. The COHE shall work with the Business and Labor Advisory Board to develop a process to evaluate the new forms.

Questions: Provide a concise, but detailed description of the methods you would employ. Provide a bulleted list of subtasks for accomplishing the service. Include the **number and title** of the service.

- 8.3.1 Describe the community that the COHE will serve. Include any geographic, demographic, institutional or other boundaries. Who are the community's major employers and what are the common job classifications? Describe medical resources currently available in the community. Explain the factors you used to define the community for this pilot. See Appendix F for an example of the available information.
- 8.3.2 Describe your current outreach methods. Include a discussion of your audiences and methods. Explain how you determine when outreach is appropriate.
- 8.3.3 Give a detailed account of outreach activities you will undertake for this pilot. Include a list of proposed audiences. Explain how you selected the audiences listed. Describe the methods that will be used for each of the audiences listed, and explain how the methods were chosen. Include a discussion of how you will work with small employers in the community.

- 8.3.4 Describe your plan for collecting appropriate information from local employers. This information should include contact people, and may include transitional work options and physical requirements of job classes, when necessary.
- 8.3.5 Describe the methods you will use for injury prevention. For example, using patient data to identify patterns of injuries or illnesses and notifying the appropriate consultation or research resources for prevention of future injuries. Information should be shared with employers, labor organizations, attending physicians, and other providers in the community. Include a brief discussion about how you will develop a list of injury prevention resources within the community and L&I. Explain how you will determine when injury prevention efforts will be triggered by the COHE.
- 8.3.6 Describe the process you will use to develop and implement standardized forms and reporting methods. Include a list of proposed participants in the process. Explain why they should be involved in the development or implementation of the reporting methods. Include a discussion of how you will coordinate with any other COHE chosen for this pilot to develop standardized forms.
- 8.3.7 Provide a detailed description of how you will encourage use of standardized reporting methods by the Attending Physicians in the Pilot, and participating specialists.
- 8.3.8 Describe the resources you will need from L&I and other stakeholders to offer the proposed services. (for example, assistance with content development, dissemination of forms, etc.)
- 8.3.9 What additional resources or creative approaches do you propose to achieve or enhance the project purpose? Briefly describe any special services or management techniques not mentioned above.

8.4. **Health Services Coordination**

Summary

Health Services Coordinator: Experienced staff affiliated with the COHE should be available to assist in coordinating health services for workers on time loss. A health services coordinator at the COHE shall:

- coordinate and facilitate communication with the physician, employer, occupational nurse consultant (ONC) or claim manager, injured worker, and where appropriate, the worker's union, to assure that no worker falls through the cracks due to a lack of integrated services,
- expedite care,
- monitor the health care delivery process to maximize disability prevention,
- work closely with the physician to ensure that reminders are given for quality indicators (i.e. referral for assessment after 4 weeks of time loss),
- develop a system where the COHE will receive photocopies of a Report of Accident (ROA) from APPs as early as possible,
- create a list of referral sources for occupational health. This list should include clinical specialists, disability specialists, ergonomists, L&I contacts, etc, and
- schedule and facilitate meetings among the concerned parties when needed.

Claim managers will continue to be the coordination point for claim activity, such as authorizing treatment. In many cases, L&I or self-insurer occupational nurse consultants will be involved in similar activities and the COHE will need to coordinate with the ONCs to prevent duplication of services.

Information Systems: As part of its health services coordination services, the COHE shall use an up-to-date occupational medicine information system to track cases. It should be operational, in a basic form, within 90 days of contract execution. The COHE shall be the central communication point for workers who need health services tracking (for example, those on disability). The COHE shall be able to track quality indicators and effectively communicate issues with problem cases with L&I, or the self-insured employer, and the attending physician. (See Appendix C for a list of quality indicators.)

Attending Physicians: Attending Physicians in the Pilot will continue to be accessed by workers directly, just as they are currently. Physicians in the pilot will get training and support from the COHE to use the performance and quality improvement indicators listed in Appendix C. There will be financial incentives tied to performance of the quality indicators.

Questions: Provide a concise, but detailed description of the methods you would employ. Provide a bulleted list of subtasks for accomplishing the service. Include the **number and title** of the service.

8.4.1 Do you have a health services coordinator in your organization? Describe his/her duties and responsibilities.

8.4.2 Describe your plan for health services coordination of patients involved in the pilot. Include details about who will provide the services (resumes should be included in **Section 9.4.3**). Provide a detailed explanation about how the health services coordinator will communicate and coordinate with L&I or the self-insured employer, Attending Physicians in the Pilot (APP), specialists, workers, employers, employer groups, unions, and others involved in the workers' compensation case.

- 8.4.3 Describe the methods you will use to encourage and support APPs in their use of the quality indicators listed in Appendix C. Include a brief discussion of how you will track use of the performance and quality improvement indicators.
- 8.4.4 Describe your current capacity for tracking patient care and disability. Include an explanation of your methods to ensure confidentiality and security of information.
- 8.4.5 Describe any expansion or enhancement of your patient tracking activities you will undertake for this pilot project. Include a brief discussion of confidentiality and security of information. Explain how you will track patients in the community who are being treated by APPs. For example, how will you track time loss so that APPs can receive a notice at 4 weeks to trigger an assessment of barriers to return to work? Include a brief discussion about how you will track those patients treated by APPs outside of your organization. Describe how you will communicate patient tracking information with APPs, specialists, and L&I or self-insured employers.
- 8.4.6 Describe how you would provide the service of assessment for barriers to return to work. (See performance indicator #4, Appendix C)
- 8.4.7 Describe your current occupational health information system. Describe the functions the system performs, and how you are using the system.
- 8.4.8 Provide a detailed explanation of any enhancements your information system will need in order to support the health services coordinator's role.
- 8.4.9 Describe the information you will need from L&I and other stakeholders to offer the proposed services.
- 8.4.10 What additional services or creative approaches do you propose to achieve or enhance the project purpose? Briefly describe any special services or management techniques not mentioned above.

8.5. **Quality Improvement Methods**

Summary: The COHE should have a comprehensive quality assurance program with strong clinical leadership. The COHE should have a formal quality assurance committee within 30 days of contract execution that evaluates the processes of the COHE, including its ability to involve attending physicians.

The COHE shall collaborate with L&I and the University of Washington to measure and track worker, employer, and physician satisfaction. To maintain a focused effort, the COHE and L&I will target a limited number of conditions. The University is developing methods to track worker outcomes for three targeted conditions – carpal tunnel syndrome, low back sprain, and upper and lower extremity fractures. The University has developed quality indicators related to the three conditions. The COHE will need to track adherence to these quality indicators by the Attending Physicians in the Pilot (APP). See Appendix C for the list of quality indicators.

The COHE shall provide staff support for a local business and labor advisory board. See Appendix G for draft by-laws for the advisory board. The advisory board shall meet at least quarterly to provide union and employer oversight of the pilot. Additionally, the board will be an important resource for linking the COHE to employers, labor representatives, and workers in the pilot community. Among tasks and activities the board may perform are:

- Clarify and articulate the needs, expectations, and values of the COHE's constituents.
- Assist in the development of Pilot Center programs and evaluating COHE services.
- Provide advice, guidance and consultation to COHE.
- Participate in establishing processes to fairly address complaints, comments and suggestions from the community regarding health care issues and quality of care at the COHE and by APPs in the community.
- Assist in coordinating relevant business and labor resources with L&I project staff as needed.
- Work with employers and unions to facilitate cooperation with physicians and the COHE.

Questions: Provide a concise, but detailed description of the methods you would employ. Provide a bulleted list of subtasks for accomplishing the service. Include the **number and title** of the service.

- 8.5.1 The Local Business/Labor Advisory Board will play a key role in the success of the pilot. Describe how you will help L&I and the Workers' Compensation Advisory Committee recruit potential members of the business and labor communities to the Advisory Board. (Note – Members of the Advisory Board will be appointed by the Workers Compensation Advisory Committee).⁴
- 8.5.2 Are you accredited by the Joint Commission for the Accreditation of Healthcare Organizations (JCAHO) or any other national accreditation organization (such as CARF or NCQA)? Are you currently in the process of seeking such accreditation?
- 8.5.3 Describe your quality assurance plan. Explain how the plan will need to be altered or enhanced for the pilot project. Include a discussion of how the quality assurance plan will include the APPs and specialists in the community.

⁴ The WCAC is the formal, statutory advisory committee to L&I for business and labor issues within workers' compensation and other areas L&I oversees.

- 8.5.4 Explain your methods for forming a quality assurance committee for this project. Include a discussion of the membership, recruiting, goals, and methods of the committee.
- 8.5.5 Describe the resources you will need from L&I, self-insured employers, and other stakeholders to offer the proposed services. (e.g., data availability, etc.)
- 8.5.6 What additional services or creative approaches do you propose to achieve or enhance the project purpose? Briefly describe any special services or management techniques not mentioned above.

8.6. Creative Approaches

Bidders are encouraged to present any creative approaches that may be appropriate. This includes approaches to address issues specific to the bidder's community. Briefly describe any special services or management techniques not already mentioned.

8.7. Proposed Action Plan

Provide a concise action plan that includes a step-by-step outline of how you plan to accomplish the project goals. The work plan should include such steps as:

- General implementation planning meeting with L&I
- Develop joint communications and public relations plan
- Data management and tracking planning meeting with L&I and UW
- Develop standardized tools, such as work restrictions and barriers assessment forms
- Complete contracts with subcontractors, if any
- Orientations to L&I and self-insured processes
- Develop CME sessions and materials with L&I

8.8. Implementation Plan and Schedule

Summary: Following contract negotiations, L&I anticipates a need to hold planning meetings with appropriate COHE staff and L&I to work out details of project implementation. The COHE must be ready to begin providing services on January 1, 2002.

8.8.1 Project Timeline

Provide an outline or a Gantt chart summarizing the project action plan. This should graphically depict the:

- 8.8.1.1 Overall timeline for the project,
- 8.8.1.2 Overall timelines for implementing each service, and
- 8.8.1.3 Timelines for each subtask required to complete each step.

8.9. Reporting Requirement

Briefings: The COHE shall be responsible for providing briefings to their affiliated Business and Labor Advisory Board. At least one briefing will be required each quarter. The briefings shall include the processes used to evaluate and quantify the progress and barriers to the COHE. The COHE shall document the presentations (including a draft version for review by L&I) in both "hard copy" and electronic (using Microsoft or compatible software) formats.

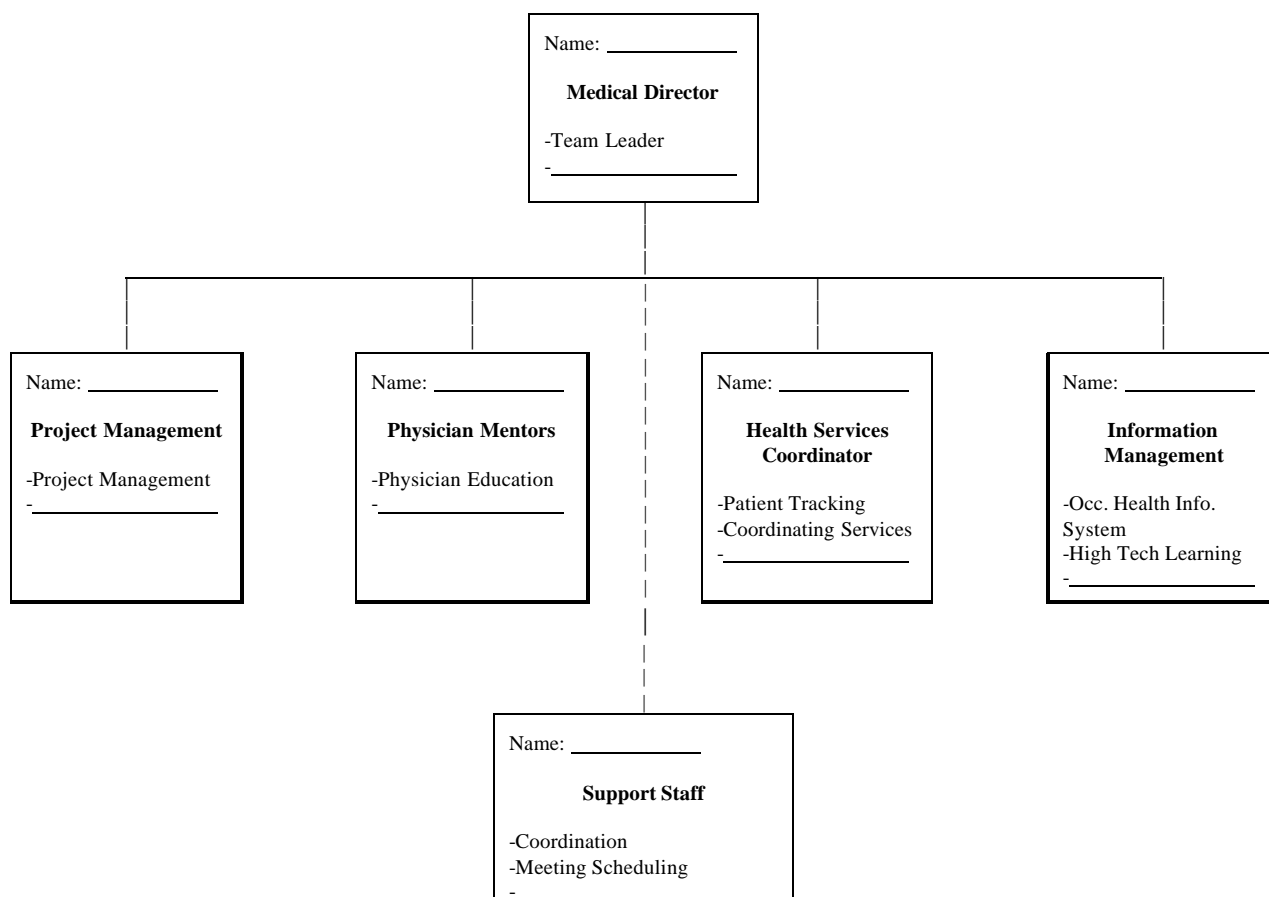
Status reports: The COHE shall submit brief regular monthly reports to L&I's Contract Manager explaining progress toward the steps outlined in the action plan. The reports shall be submitted during monthly meetings with L&I's Contract Manager. Details for this process will be developed during contract negotiations. Status reports should be brief and quantify progress toward goals. The COHE shall produce the reports (including a draft version for review by L&I) in both "hard copy" and electronic (using Microsoft or compatible software) formats.

OTHER REPORTS REQUIRED: In compliance with Chapter 373, Laws of 1997, the contractor shall provide access to data generated under the contract to L&I, the Joint Legislative Audit and Review Committee, and/or the Office of the State Auditor when requested and at no additional charge.

9. **Organization and Staffing Section**

9.1. Provide an organization chart of your key pilot project team members. The chart should display the organization name, the pilot team's reporting relationships and team members' areas of expertise. This should include any executives involved in the contract as sponsors, advisors, quality reviewers, or working members. For each member provide 1-4 bullet points summarizing their role and the area(s) of expertise they will contribute to your contract team.

Sample Pilot Team Organization Chart



9.2. **Knowledge, Skills, and Roles Table**

Provide a 1-2 page table in the same format as shown below summarizing each team member's roles and responsibilities by deliverable.

Sample Team Member Knowledge, Skills, and Roles Table

Deliverable		Contract Team Members Last Name, Title	Knowledge and Skills	Role
1	Clinical and Occupational Health Expertise	Name, Medical Director	Leadership, clinical expert	Leader
		Name, Health Services Coordinator	Knowledge of physician behavior	Support
		Name,	Occupational health expert	Support
2	Physician Recruitment and Education	Name, Community Coordination	Recruitment and coordination skills	Leader
		Name, Physician Mentors	Knowledge of physician education, public relations	Support
		Name, Medical Director	Leadership, opinion leader	Support
		Name, Information Management	High tech methods	Support
3	Community Outreach	Name, Community Coordination	Public relations	Leader
		Name, Support Staff	Administrative support	Support
		Name, Health Services Coordinator	Communications	Support
4	Health Services Coordination	Name, Health Services Coordinator	Knowledge of occupational health	Leader
		Name, Information Management	Information system expert	Support
		Name,		Support
5	Quality Improvement Methods	Name, Medical Director	Clinical expert, Quality Assurance expert	Leader
		Name, Project Management	Management	Support
		Name,		Support

9.3. **Estimate of Team Member Time**

Provide a table in the same format as shown below listing each team member and the percent of FTE spent on each deliverable. As part of this question, bidders must state in writing that the staff identified in this table will work on the contract for the approximate number of hours described. While workers in the pilot community retain the ability to choose their attending physician or receive care from any doctor who has a provider number with L&I, COHE "Team Members" should be available for the entire length of the pilot project to provide other ongoing services but L&I may, at their sole discretion, without cause, and at any time during the term of a Contract, require immediate replacement of COHE "Team Members". Substitute staff, "Team Members", will not be used without L&I's prior approval.

Sample Team Member Percent of FTE by Deliverable Matrix

Deliverable	Name	Name	Name	Name	Name	Name	% of FTE
1. Clinical and Occupational Health Expertise							
2. Physician Recruitment and Education							
3. Community Outreach							
4. Health Services Coordination							
5. Quality Improvement							
Total FTEs							
<p><i>With my signature</i> on the <i>Certifications & Assurances</i> and <i>initials in the box at the left</i>, I agree as part of any contract awarded, that the staff identified in the above table will work on the contract for at least the approximate percentage of time described. Substitute staff will not be used without L&I's prior approval.</p>							

9.4. **Preferred Qualifications and Other Required Information**

Provide required information and describe how your organization meets the preferred qualifications described in this solicitation.

The bidder is required to respond with information and/or meet requirements

- for the specific person who will be assigned as the organization's Medical Director, and
- for the individual staff assigned to the contract.

Although points will be awarded for meeting preferred qualifications, bidders will be awarded more points for exceeding the preferred qualifications. Responses to other information required will also be scored.

With the signature on the Certifications & Assurances, the bidder grants permission to L&I to contact all references provided in the Bidder's Questionnaire.

9.4.1. **Preferred Qualifications and Other Required Information:** Proposed Centers for Occupational Health and Education (COHE) should demonstrate in their response that they have recognized occupational medical leadership in the communities they will serve. Board certification in occupational medicine is preferred. For each individual who will be assigned to the contract, the bidder must provide a resume as described.

9.4.2. **Organization Chart and References:** Provide an organization chart showing the contractor organization and all subcontractors who will be working on the project. The organization chart should demonstrate the relationships between all organizations bidding on this project. Please include on the chart the number of

attending physicians who are affiliated with each organization and might potentially be recruited for participation in the project.

The bidder must provide references from 2 local business leaders and 2 local labor leaders.

- 9.4.3. **Contract Staff Resumes:** For each individual who will be assigned to this contract, provide a resume, preferably 1-2 pages, but no more than 3 pages in length. The resumes should show how the individual contract team members provide the skills listed under *Summary of Preferred Qualifications* **Section 7** of this RFP. The team should provide a comprehensive mix of skills that include the preferred qualifications.

Note: **You do not** need to restate the question number and short title of this question on resumes. Resumes must contain the following information and qualifications of staff who will work on this contract.

In addition to the person's name and other basic information all resumes must include the following:

- 9.4.3.1. Name, title, and areas of responsibility with respect to this contract.
- 9.4.3.2. Relationship, starting date of employment, and tenure.
- 9.4.3.3. State if person is full time or part time, officer, employee, subcontractor, or any other relationship.
- 9.4.3.4. *Education, Degrees, Certificates*
- 9.4.3.5. **Skills:** Describe which skills the individual team member is providing in relation to the preferred qualifications outlined in *Summary of Preferred Qualifications* **Section 7** of this RFP.
- 9.4.3.6. **Experience:** Describe the individual's past experience.
- 9.4.3.7. **References:** Please provide 4 references
- 9.4.3.8. **For the Clinical and Occupational Health Leaders:** References should be from providers in the community. No more than one reference should be currently affiliated to the organization sponsoring the bid.
- 9.4.3.9. **Signature:** The following statement **must** be included on all resumes.

With my signature on this resume, I grant permission to L&I to contact all references provided.

The staff person **must sign** his/her resume under the statement above granting L&I the right to contract the references provided.

- 9.4.3.10. If subcontractor:
 - 9.4.3.10.1. Describe the past relationship with your firm; and be sure to note that the person is a subcontractor.
 - 9.4.3.10.2. If the firm is a certified Minority / Woman Owned Business (MWBE), provide the firm's Washington State Certification number.
 - 9.4.3.10.3. Indicate the type of work the subcontractor does.

- 9.4.3.10.4. State the percentage of the cost estimate of your **bid** the subcontractor will do.
- 9.4.3.10.5. See the *Conflict of Interest Information and Collective Bargaining Agreement Compliance* question. If the answer to either question is “yes” **provide the same information** as required.

10. Contract Cost**10.1. Maximum Compensation**

L&I anticipates that it will spend a maximum of \$770,000 on this contract and no more than \$385,000 in the first year and a half. Bids in excess of \$770,000, or \$385,000 in the first year and a half, may be rejected as non-responsive. L&I reserves the right not to be limited to the lowest cost bid. In the event proposed funding is withdrawn, reduced, or limited in any way after the effective date of the contract and prior to normal completion, L&I may terminate the contract without advance notice subject to renegotiation under new funding limitations and conditions.

State the dollar amount you will charge to perform this contract. The bidder is to identify all costs that it would charge for performing the tasks necessary to accomplish the objectives of the contract. The bidder is to submit a budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the deliverables under the contract. No additional charges for overhead, travel or other expenses incurred in the performance of the contract shall be allowed.

CPT codes are provided for the payment of many Health Services Coordinator and Attending Physician activities piloted in the project and should not be included in the contract cost. See Appendix D for the draft fee schedule for this project.

Provide a **three and a half year** contract cost quote in the same format as the sample table shown below. Include a maximum fee for the contract in the "Total" columns and rows. Additional rows should be added below each deliverable to include such information as is necessary for L&I to determine the exact nature of all costs. No additional charges for overhead, travel or other expenses incurred in the performance of the contract shall be allowed.

Please note: Your response should include **three and a half** years.

COST QUOTE SAMPLE TABLE, JAN 1, 2002 – JUNE 30, 2005

DELIVERABLE		JAN 1, 2002- JUNE 30 2002	JULY 1, 2002- JUNE 30, 2003	JULY 1, 2003- JUNE 30, 2004	JULY 1, 2004- JUNE 30, 2005	TOTAL
1. CLINICAL AND OCCUPATIONAL HEALTH EXPERTISE						
	SUB TOTAL	\$	\$	\$	\$	\$
2. PHYSICIAN RECRUITMENT AND EDUCATION						
	RECRUITMENT	\$	\$	\$	\$	\$
	CME DEVELOPMENT	\$	\$	\$	\$	\$
	CME IMPLEMENTATION	\$	\$	\$	\$	\$
	SUB TOTAL	\$	\$	\$	\$	\$
3. COMMUNITY OUTREACH						
	SUB TOTAL	\$	\$	\$	\$	\$
4. HEALTH SERVICES COORDINATION						
	SUB TOTAL	\$	\$	\$	\$	\$
5. QUALITY IMPROVEMENT METHODS						
	SUB TOTAL	\$	\$	\$	\$	\$
	TOTAL	\$	\$	\$	\$	\$

Please Note: In consideration for and upon acceptance of services rendered, L&I shall relinquish ownership of the equipment purchased in the performance of the contract.

10.2. Health Services Coordinators

CPT codes may be used by the COHE's for patient health services coordination activities. Only Health Services Coordinators affiliated with the selected COHE will be authorized payment.

This is a financial incentive for the COHE and their staff that may offset expenses of other piloted services (e.g., recruitment, etc.) by COHEs. This should be considered when preparing a cost quote. See Appendix D for the specific fees and codes available to the health services coordinator.

10.3. Attending Physicians

New reimbursement amounts for CPT codes will be used for payment to the Attending Physicians participating in the pilot. Only participating physicians in the selected communities are authorized payment.

This is a financial incentive for the APPs on the COHE staff that may offset expenses of other piloted services (e.g., recruitment, etc.) by COHEs. This should be considered when preparing a cost quote.

Please Note: Any COHE staff member who chooses to treat injured workers as an Attending Physician will need to complete a supplement to their provider application to qualify for payment. Such a supplement will ensure payment for services provided.

If sub-contractor/s are proposed, the apparent successful bidder will be required to submit to L&I during contract negotiations, a copy of its agreement/s with those sub-contractor/s which include the agreed upon costs.

If one or more MWBE subcontractors are proposed in the bid, bidder must set out the monetary portion to be paid to each named certified MWBE. This information should be listed after the table titled *Cost Quote*.

11. Contract Termination for Default

Have you had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance that was delivered to the bidder due to the bidder's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the bidder, or litigated and determined that the bidder was in default.

If you had a contract terminated for default in this period submit full details including the other party's name, address, and the phone number. Present your position on the matter. L&I will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of its past experience.

12. Certifications & Assurances:

I/we make the following certifications and assurances as a required element of the bid to which this is a part, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of related contract/s.

I/we hereby authorize all references, employers (past and present), business and professional associates (past and present), and all governmental agencies and institutions (local, state, or federal) to release to L&I any information, files, or records required for the evaluation of this bid.

The attached bid is a firm offer for a period of 120 days following receipt, and it may be accepted by L&I without further negotiation (except where obviously required by a lack of certainty in key terms) at any time within the 120 day period. In the case of protest, the protester's bid remains valid until the protest is resolved. During the protest period, L&I may enter into a contract with the apparent successful bidder.

I/we certify that the costs bid to perform this contract do not exceed those charged any other client for the same services performed by the same individuals. The prices and/or cost data were determined independently, without consultation or communication for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid. In such an instance we certify that all joint bidders have signed this bid.

I/we understand that L&I will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of L&I, and I/we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid.

In preparing this bid, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate or did relate to this bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such person nor any member of his/her immediate family have any financial interest in the outcome of this bid.

Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

I/we agree that submission of the attached bid constitutes acceptance of all of the solicitation contents, including but not limited to, procedures, evaluation criteria, requirements, administrative instructions, and other terms and conditions. **If there are any exceptions to these assurances that I/we would like L&I to consider, I/we have described those exceptions in detail on a separate page titled *Exceptions to Assurances*.** L&I is not required to make the requested changes. If selected as the apparent successful bidder, and if after negotiation L&I and I/we cannot agree to contract terms, I/we agree that L&I can reject my offer and select an alternate apparent successful bidder.

Signature of Bidder.

I certify that I am the (title)_____ of (organization name) _____ and am authorized to submit this bid on behalf of my organization. The information submitted with this bid is accurate and true to the best of my knowledge.

(Signature)

(Date)

This is a sample contract only. The purpose of this sample is to give bidders an idea of the basic structure of L&I's contract with private vendors. It is **NOT** meant to contain in its entirety the terms and conditions of the final contract as awarded in response to this RFP.

CONTRACT FOR SERVICES
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND

(Contractor's Name)

This Contract is made and entered into by and between the Washington State Department of Labor & Industries (hereinafter called "L&I" or the "department"), and

(Contractor's Name)

Telephone: _____

(Contractor's Address)

Facsimile: _____

E-mail: _____

(Contractor's Address)

(hereinafter called "Contractor").

PURPOSE

It is the purpose of this Contract to provide / obtain _____

In consideration of the terms and conditions contained herein, the parties agree as follows:

SPECIAL TERMS AND CONDITIONS

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the *Statement of Work*, Attachment B, attached hereto and incorporated herein.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the following: Special Terms and Conditions contained in the text of this Contract; and the *General Terms and Conditions*, Attachment A, which is attached hereto and incorporated by reference herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Contract shall begin performance on _____, and end on _____, unless terminated sooner or extended by L&I as provided herein.

OFM FILING REQUIREMENT COMPLIANCE

Under the provisions of chapter 39.29 RCW, some personal services Contracts are required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work thereunder shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.

COMPENSATION

L&I shall pay an amount not to exceed \$_____ for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, and in accordance with the *Budget*, Attachment B, which is attached hereto and incorporated by reference herein.

WORKSTATION FEE

If the Contractor is assigned a workstation onsite at an L&I location, L&I will charge the Contractor a *workstation fee* of \$108.00 per month to cover workstation and equipment costs **for each workstation assigned**. This amount shall be invoiced by the Contractor on a monthly basis as a credit against invoiced charges to L&I.

First & Last Month Charge. L&I will prorate the workstation fee charged for the first and last month of use as follows: \$108 per workstation multiplied by the number of days of use. The result of this will be divided by the number of days in the month; this will equal the prorated charge for that month.

Workstation Termination. *L&I shall have the right to unilaterally terminate the contractor's workstation assignment at anytime and with five (5) working days advance written notice.*

Multiple Work Orders and / or Workstations. If the Contractor has more than one open work order and/or assigned workstations, the parties shall determine and document in *Memos*, to which work order/s the *workstation fee* will be assigned. When a work order with a workstation fee is complete and the Contractor wishes to continue use of the workstation for another work order, the parties shall document in a *Memo* to which work order the workstation fee shall be invoiced.

Failure to Pay. If the Contractor fails to credit or pay a monthly *workstation fee* to L&I, the parties specifically agree that L&I's contract manager for the work order shall have the right to deduct the *workstation fee* from the invoiced amount and authorize the corrected invoice for payment or take other action deemed appropriate.

BILLING PROCEDURES

L&I will pay the Contractor within 30 calendar days of receipt of properly executed invoice vouchers. Requests for payment under this Contract shall be submitted by the Contractor on State Invoice Voucher (Form A-19). Invoices shall include such information as is necessary for L&I to determine the exact nature of all expenditures. Each voucher will clearly reference "**Contract Number 00C-61.**" **Vouchers shall be submitted to L&I's Contract Manager.**

Payment shall be made after acceptance by L&I's Contract Manager of each deliverable as described in the Statement of Work. No payment in advance or in anticipation of services or supplies under this Contract shall be made by L&I. Claims for payment submitted by the Contractor to L&I for costs due and payable under this Contract that were incurred prior to the expiration date shall be paid to the Contractor if received by L&I within 90 days after the expiration date.

Invoicing the Workstation Fee. The Contractor shall credit to L&I a *workstation fee* of \$108.00 per month **per workstation** to cover workstation and equipment costs. This amount shall be invoiced by the Contractor on a monthly basis as a credit against invoiced charges to L&I.

If the Contractor has performed no billable work during a month, the Contractor shall pay L&I the workstation fee or with approval of L&I's contract manager arrange for alternate payment method.

Timely payment. Payment by L&I will be considered timely if a check or warrant is postmarked within 30 days of receipt of either of the following, whichever is later:

- Receipt of properly executed invoice vouchers; or
- Acceptance of deliverables by L&I.

INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Contractor or subcontractor, or agents of either, while performing under the terms of this Contract.

The Contractor shall provide insurance coverage which *the Contractor shall maintain in full force and effect during the term of this Contract* as follows:

1. Commercial General Liability Insurance Policy: Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible

for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. *Automobile Liability*: In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The Contractor shall notify his insurance carrier of the business use and submit to L&I a statement from the carrier acknowledging that the Contractor is insured for such use. This statement may be, for instance, a notation of coverage on the insurance certificate/s. The minimum limit for automobile liability is:

\$1,000,000 Per Occurrence, using a Combined Single Limit for bodily injury and property damage.
3. *Professional Liability, Errors and Omissions Insurance*: The Contractor shall maintain Professional Liability Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the licensed staff employed or under contract to the Contractor. The state of Washington, its agents and employees need *not* be named as additional insureds under this policy.
4. The insurance required above shall be issued by an insurance company(s) authorized to do business within the state of Washington, and *except for Professional Liability Errors and Omissions Insurance* shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give L&I 30 days advance notice of any insurance cancellation.
5. Submit to L&I prior to the Contract's effective date a certificate of insurance which outlines at the least the coverage and limits defined in this section, *Insurance*, and in the attached *General Terms and Conditions*, Attachment A. Contractor shall submit renewal certificates on a yearly basis during the term of the Contract.

MEMO OF UNDERSTANDING (Memo)

Any communications that either contract manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered *Memo of Understanding*.

ASSURANCES

L&I and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations;
2. Special Terms and Conditions as contained in the basic Contract;
3. General Terms and Conditions, *Attachment A*;
4. Statement of Work, *Attachment B*, and the Budget, *Attachment C*; and
5. Any other provisions of the Contract incorporated by reference or otherwise.

SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this agreement, and to this end the provisions of this Contract are declared to be severable.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

SAMPLE CONTRACT ONLY

L&I RFP No. 00C-61

The Contract Manager for the _____ (e.g., Contractor, etc.) is:	The Contract Manager for L&I is:
<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Contract Manager's Name)</i></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Contractor's Name)</i></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Contract Manager's Address)</i></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Contract Manager's Address)</i></div> <div>Phone: () _____</div> <div>FAX: () _____</div> <div>E-Mail: _____</div>	<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Contract Manager's Name)</i></div> <div> Department of Labor & Industries PO Box 44 _____ Olympia WA 98504-4 _____ Phone: () _____ FAX: () _____ E-Mail: _____ </div>

ALL WRITINGS CONTAINED HEREIN

This Contract consists of _____ pages and the following _____ Attachments:

- A = General Terms & Conditions
- B = Statement of Work
- C = Budget

This Contract sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Contractor's Name)</i></div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; text-align: center;"><i>(Signature)</i></div> <div style="border-bottom: 1px solid black; text-align: center;"><i>(Date)</i></div> </div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;"><i>(Print Name)</i></div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;"><i>(Title)</i></div> <div style="border-bottom: 1px solid black; text-align: center;"><i>(Federal Identification Number)</i></div>	<div> State of Washington Department of Labor & Industries </div> <div style="border-bottom: 1px solid black; margin-top: 20px; text-align: center;"><i>(Name)</i></div> <div style="border-bottom: 1px solid black; margin-top: 5px; text-align: center;"><i>(Date)</i></div> <div>Assistant Director</div>
APPROVED AS TO FORM ONLY	
	<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Name)</i></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>(Date)</i></div> <div>Assistant Attorney General</div>

SAMPLE CONTRACT ONLY
ATTACHMENT A
GENERAL TERMS AND CONDITIONS

L&I RFP No. 00C-61

DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract.
- B. "Contract Manager" shall mean the representative identified in the text of the contract who is delegated the authority to administer the contract.
- C. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor and its employees or agents performing under this contract are not employees or agents of L&I. The Contractor will not hold itself out as, nor claim to be, an officer or employee of L&I or of the state of Washington by reason of this contract, nor will the Contractor make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

NONDISCRIMINATION & CIVIL RIGHTS

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

ASSIGNABILITY

The work to be provided under this contract, and any claim arising thereunder, shall not be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SUBCONTRACTS

With prior written consent of L&I, the Contractor may enter into subcontracts for any of the work or services contemplated under this contract. Consent shall not be unreasonably withheld. This clause does not include contracts of employment between the Contractor and personnel assigned to work under the contract.

SITE SECURITY

Contractor staff shall conform in all respects with physical, fire or other security regulations while on L&I premises. Failure to comply with safety regulations may be grounds for revoking or suspending security access to these facilities. L&I reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify L&I.

INDEMNIFICATION

General Information. The Contractor shall defend, protect and hold harmless L&I, or any of L&I's agents, from and against all claims, suits or actions arising from both negligent and intentional act/s or omission/s of the Contractor, or agents of the Contractor, while performing the terms of this contract. The Contractor shall provide insurance in accordance with the *Insurance* clause, if applicable. L&I shall defend, protect and hold harmless the Contractor, or any of the Contractor's agents, from and against all claims, suits or actions arising from both negligent and intentional act/s or omission/s of L&I, or agents of L&I, while performing the terms of this contract. In the case of negligence of both L&I and the Contractor, any damages allowed shall only be levied in proportion to the percentage of negligence attributable to each party.

The Contractor shall provide insurance coverage in adequate quantity to protect against legal liability arising out of contract activity and as set out in the *Insurance* clause. Additionally, the Contractor is responsible for ensuring that any subcontractors provide insurance coverage for the activities arising out of subcontracts.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, (hereafter called "material"), delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, utility model, industrial design, mask work or trademark, or otherwise results in an unfair trade practice.

1. The Contractor will, at its expense, defend or settle any such claim against L&I under this contract.
2. The Contractor will pay related costs, damages and attorneys' fees awarded provided that L&I:
 - promptly notifies the Contractor in writing of the claim; and
 - cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and related settlement negotiations.
3. If such a claim occurs, or is likely to occur, and if appropriate, the Contractor may at its option and expense, either procure for L&I the right to continue using the material; or replace or modify the material so that it becomes noninfringing and functionally equivalent.
4. If use of the material is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor at its risk and expense, will take back the material and refund its depreciated value. No termination charges will be payable by L&I. Depreciated value shall be calculated on the basis of a useful life of five (5) years starting on the date of purchase. Years are prorated at 365 days per year. If use of the material is enjoined less than one year after its acceptance by L&I, the Contractor shall also refund to L&I any costs it charged for transportation of the material to its initial L&I destination.

Patent and Copyright. The Contractor has no liability for any claim of infringement arising from:

- the Contractor's compliance with any designs, specifications or instructions from L&I;
- modification of the software by L&I or a third party without the prior knowledge and approval of the Contractor; or
- use of the software in a way not specified by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. L&I shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST

With a few exceptions, RCW 42.52.120(1) prohibits a state officer or state employee from receiving anything of economic value under any contract or grant outside of his or her official duties. The Governor, or a state agency affected by a violation of Chapter 42.52 RCW or the rules adopted under it, may request that the Attorney General bring an action in superior court to cancel or rescind a state action taken by a state employee or state officer when a violation of the ethics law or rules substantially influenced the state action and the interests of the state require the cancellation or rescission. The Governor may suspend the action pending a determination of the court action.

COLLECTIVE BARGAINING AGREEMENT

L&I shall contract for and administer services contracts in a manner consistent with the Collective Bargaining Agreement between L&I and the Washington Federation of State Employees, Council 28.

TREATMENT OF ASSETS

1. Title to all property furnished by L&I shall remain in the Department. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in L&I upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in L&I upon
 - 1.1 issuance for use of such property in the performance of this contract, or
 - 1.2 commencement of use of such property in the performance of this contract, or
 - 1.3 reimbursement of the cost thereof by L&I in whole or in part, whichever first occurs.
2. Any property of L&I furnished to the Contractor shall, unless otherwise provided in this contract, or approved by L&I, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of L&I which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer the property in accordance with sound management practices.
4. If any Department property is lost, destroyed or damaged, the Contractor shall immediately notify L&I and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to L&I all property of L&I prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall include any of the Contractor's employees, agents or subcontractors.

RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by L&I, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its subcontractors.

CONFIDENTIALITY

The use or disclosure by any party of any information concerning L&I for any purpose not directly connected with the administration of L&I's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of L&I. The Contractor shall maintain as confidential all information concerning the Contractor's study findings and recommendations, as well as the business of L&I, its financial affairs, relations with its clientele and its employees, and any other information which may be specifically classified as confidential by L&I in writing to the Contractor. To the extent consistent with RCW 42.17.310 ("The Public Disclosure Act"), L&I shall maintain all information which the Contractor specifies in writing as confidential. The Contractor shall have an appropriate contract with its employees to this effect.

ACCESS TO DATA

In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to L&I, the joint legislative audit and review committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

RIGHTS IN DATA

L&I shall be the copyright owner for all purposes under Title 17 U.S.C., of all data which originates from this contract. Data shall include, *but not be limited to* all information that supports the findings, conclusions, and recommendations of the Contractor's reports, data extracts, medical case management reports or claimant file information provided by L&I, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, videos, tapes, and/or sound reproductions. Ownership includes but is not limited to the right to use, copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate from the contract, shall be transferred to L&I with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise L&I, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such documents which was not produced in the performance of this contract. L&I shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any data delivered under this contract. L&I shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall comply with the Washington State law requiring registration with the Department of Revenue and shall be responsible for payment of all taxes due on payments made under this contract. The Department of Revenue is located at the General Administration Building, Olympia, Washington, 98504.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

LICENSING AND ACCREDITATION STANDARDS

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements / standards, necessary in the performance of this contract. (See 19.02 RCW for state licensing requirements / definitions).

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with chapter 51 RCW prior to performing work under this contract. The Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. If the Contractor fails to secure industrial insurance coverage or fails to pay premiums on behalf of its employees, as may be required under Title 51 RCW, L&I may deduct the amount of premiums and any penalties owing from the amounts payable to the Contractor under this contract and transmit the same to the Department of Labor & Industries, Division of Industrial

Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by L&I.

RIGHTS OF INSPECTION

The Contractor shall provide right of access to its facilities to L&I, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, L&I may terminate this contract without advance notice subject to renegotiation under those new funding limitations and conditions.

LIMITATION OF SIGNATURE AUTHORITY

Except in the case of an extension of time, only the Director or his or her delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Director or his or her delegate.

SIGNATURE AUTHORITY FOR EXTENSION/S OF TIME

L&I's Contract Manager has the authority with the agreement of the Contracts Office to extend the period of performance of this contract if the reason for the extension is not attributable to the negligence, misfeasance or malfeasance of any party to this contract. The amendment must be signed by a person authorized by the Contractor to execute the amendment. This is the **only** exception to L&I's policy of limited signature authority and applies solely to extensions of time. Should any other term or aspect of the contract be affected by a time extension, this section is inoperative.

CHANGES TO CONTRACT

By written notification to and consent of the Contractor, L&I may, at any time, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price consistent with the *Compensation* clause, or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notice of such change; Provided, however, that L&I's Director or his or her delegate by writing may, if he or she decides that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the *Disputes* clause in Attachment A. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

DISPUTES

The parties agree that time is of the essence in resolving disputes.

During the dispute resolution period the parties agree that:

- If the subject of the dispute is the payment due the Contractor, the Contractor will continue performance and L&I will pay the amount which it in good faith believes to be due and payable.
- If the subject of the dispute is not the payment due, the Contractor will continue performance of work under the Contract which is not effected by the dispute.

Dispute Steps

1. When a bona fide dispute concerning a question of fact arises between L&I and the Contractor and it cannot be resolved, either party may request a dispute hearing with L&I's Contracts Office. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issues;
 - state the relative positions of the parties;
 - state the Contractor's name, address, and L&I contract number; and
 - be mailed to the Contracts Office and the other party's Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The responding party shall have 5 working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.
3. The Contracts Office shall review the written statements of the parties and reply in writing to both parties within 10 working days. The Contracts Office may extend this period if necessary by notifying the parties.

4. The decision of L&I's Contracts Office shall be final and conclusive unless, within 5 working days from the date L&I mailed the decision, the Contractor requests a dispute panel. This request may be made by fax to the Contracts Office.
5. If a dispute panel is requested, L&I and the Contractor shall each appoint a member to the dispute panel within 5 working days. L&I and the Contractor shall jointly appoint a third member to the dispute panel within the next 5 working days.
6. The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in the shortest practical time with the majority prevailing. The parties agree that the decision of the dispute panel shall be final and binding.

TERMINATION FOR DEFAULT

If either party violates any material term or condition of this contract, the other (aggrieved) party may give the violating party written notice of the violation. The violating party will correct the violation within 30 days or as otherwise mutually agreed. If the violation is not corrected, the aggrieved party may, at its sole discretion, immediately terminate this contract by written notice to the violating party. Upon termination, the violating party shall be liable for damages as authorized by law.

If L&I is the aggrieved party, damages shall include, but not be limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. L&I shall have the right to deduct damages from payments due to the Contractor.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the violating party:

- was not in default; or
- failure to perform was outside of his or her control, fault or negligence.

This clause shall not apply to any failure to perform which is the result of the aggrieved party's willful or negligent acts or omissions.

TERMINATION FOR CONVENIENCE

L&I has the right to terminate the contract by giving written notice to the Contractor at least ten (10) days before the effective date of termination. If this contract is so terminated, L&I is liable only for payments required under the terms of this contract for services rendered prior to termination.

TERMINATION PROCEDURE

Upon termination of this contract, in addition to any other rights provided in this contract, L&I may require the Contractor to deliver to L&I any property specifically produced or acquired for the performance of any part of this contract which has been terminated. The provisions of the *Treatment of Assets* clause shall apply in such property transfer.

L&I shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by L&I, and the amount agreed upon by the Contractor and the Director for the following:

1. Completed work and services for which no separate price is stated;
2. Partially complete work and services;
3. Other property or services which are accepted by L&I; and
4. The protection and preservation of property, unless the termination is for default, in which case the Director or his or her delegate by writing shall determine the extent of the liability of L&I.

Failure to agree with such determination shall be a dispute within the meaning of the *Disputes* clause of this contract. L&I may withhold from any amounts due the Contractor such sum as the Director or his or her delegate by writing determines to be necessary to protect L&I against potential loss or liability.

The rights and remedies of L&I provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by L&I's Contract Manager, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
3. Assign to L&I, in the manner, at the times, and to the extent directed by L&I's Contract Manager all of the rights, titles, and interest of the Contractor under the orders and subcontracts so terminated, in which case L&I has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of L&I's Contract Manager to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to L&I and deliver in the manner, at the times, and to the extent, if any, as directed by L&I's Contract Manager, any property which, if the contract had been completed, would have been required to be furnished to L&I;
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary, or as L&I's Contract Manager may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which L&I has or may acquire an interest.

WAIVER

Unless the contract is amended in writing by an authorized representative of L&I, waiver of a default under this contract, or failure by L&I to exercise its rights shall not:

- be considered a modification or amendment to the contract; or
- constitute a waiver of any subsequent default.

PUBLICITY

The Contractor agrees to submit to L&I all advertising and publicity matters relating to this contract which in L&I's judgment, L&I's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of L&I.

YEAR 2000 COMPLIANCE WARRANTY

The Contractor warrants that any software and/or hardware provided pursuant to this contract is Year 2000 compliant. This warranty includes a representation that dates on and after the year 2000 do not cause computational problems nor do these dates diminish the functionality of the software and/or hardware including, but not limited to, date data century recognition, calculations that accommodate same century and multi-century formulas and date values, year 2000 leap year calculations, and date data interface values that reflect the century. Failure to comply with Year 2000 requirements shall entitle L&I to a refund of three (3) times the initial software license fee and/or three (3) times the contracted costs of hardware as liquidated damages. The Contractor has no liability for any failure to comply with this provision that is caused solely by failure of an interconnected third-party product to be Year 2000 compliant.

Plan for Pilot Evaluation

OHS Pilot Implementation: Two Phases

Phase I. During Phase I, the pilot center(s) will be established and the quality improvement initiatives will be implemented. UW will conduct a process evaluation to assess implementation and document the “performance maturity” of the OHS pilot based on quality indicators.

Phase II. Will start after satisfactory “performance maturity” is achieved. UW will assess the effects of the OHS pilot in terms of health outcomes, worker satisfaction, employer satisfaction, return to work and related measures.

Key Evaluation Activities During OHS Pilot

Phase I (process evaluation)

- Brief health outcome/satisfaction survey
- Brief employer survey
- Quality indicators tracking (major focus of process evaluation)
- Provider survey (baseline and follow-up)
- Center advisory group--key informant surveys

Phase II (outcome evaluation)

- Extensive surveying of health outcomes and satisfaction
- In-depth employer survey
- More limited assessment of quality indicators
- Provider survey conducted in control communities
- Limited ongoing assessment of advisory group functioning
- In-depth analysis of other outcomes, e.g., return to work

National Best Practice Standards

1. **Notifying the employer of injury.** One of the first steps in managing an injured worker's care is notification of the employer.
2. **Using treatment protocols and guidelines.** Appropriately developed treatment protocols can be particularly helpful in tailoring care to fit the unique needs of injured workers and have been shown to help improve worker outcomes.
3. **Using a standardized work restriction form that is given to the injured worker after each visit.** Standardized work restrictions are important to assist in safe, accurate work placement after injury.
4. **Making worksite (ergonomic) evaluations.** Worksite evaluations are often essential in determining the specific ergonomic cause and treatment of a work-related injury.
5. **Providing case management.** Case management, particularly when it is directed toward avoiding preventable delays in treatment and improving the success of return to work, is a key component of occupational medicine programs.
6. **Providing work restriction to workers unable to perform their regular job, instead of removing the worker from work.** One problem for medical providers who infrequently treat injured workers is what to do when an injured worker has work limitations that prevent the worker from returning to his or her previous job. Should the provider give the worker written work restrictions that allow safe alternative work placement to occur if such work is available and in accordance with labor-management agreements? Or, should the provider remove the worker from work?
7. **Use specialized information systems.** Specialized occupational medicine information systems provide injury tracking and case management capabilities.

Performance and Quality Indicator Recommendations

The recommended quality indicators are presented in Table 6A and 6B. For ease of understanding in regard to implementation, they are categorized into 1) Performance Indicators that are easily measurable and tracked, or 2) quality improvement measures that would be important for the Centers and participating doctors to track. The latter would be difficult to track with available data alone, and would require review of medical records (e.g., office notes). As such, tracking them would be resource intensive. For each indicator, notation is made regarding ranking, external validity, the specific measurement recommended, source of data, and recommended benchmark to strive towards.

Performance Indicators

1. Timeliness of submission of ROA.

In the absence of a performance indicator regarding timeliness of access to the first visit, we have focused on an indirect performance measure of early access to care: the timeliness of submission of the Report of Accident. In data that we examined from compensable claims in 1999, the average interval from injury to receipt of Report of Accident was 26-28 days. In addition (Figure 1), there is a strong association between time from injury to receipt (3 weeks, 4 weeks) and substantially longer duration of time loss. In addition to these data, DLI data have suggested a 7-8 day delay just from date of first office visit to receipt of the ROA. Finally, during earlier discussions regarding the Joint Legislative Audit and Review Committee (JLARC) recommendation for employer report of accident, it became clear that stakeholders saw an important opportunity to substantially reduce the delay in time of submission of the ROA.

Recommended measure—percent of claims for which Report of Accident received within 2 business days of first office visit. (Potential barrier—at this time, the Department of Labor and Industries only takes action based on paper receipt. This policy would likely have to be adapted for this pilot for this indicator to be successfully implemented.)

2. Two-way communication with employer about return to work. This issue received high ranking scores from the expert panels, but it is clearly not an activity that is frequently accomplished in the current environment. Qualitative data obtained from employers in the managed care pilot study suggested that the occupational health model, with timely communication between provider and

employer regarding return to work, was of crucial importance in the return to work process. In addition, our worker satisfaction data (Deliverable 7G) suggest there is great room for improvement in this dimension of care. This indicator is also consistent with the OHR recommendation in regard to employer notification. It would, however, be important to determine incentives required to accomplish this activity.

Recommended measure—percent of claims for whom 2-way communication with employer about return to work (is accomplished) at first visit when worker is off or expected to be off work.

3. Activity prescription at each health care visit. This indicator was one of the most highly ranked indicators for all expert groups, and it is validated by the OHR recommendation re provision of a work restriction form.

Recommended measure—percent of workers for whom activity prescription discussed and documented at each health care provider visit when patient off work or expected to be off work.

4. Referral and assessment for impediments to return to work. This indicator ranked high in all three expert panels. Data from Cheadle (1994) and others strongly suggests that disability prevention opportunities are substantially less likely after 3 months of lost time from work following injury. As such, potential impediments to return to work should be evaluated early on at the Centers. This will require assessment to be completed by Centers by 4 weeks of work loss. Because time loss data at DLI is delayed, Centers will have to develop software capacity to track time loss status of each worker. This is similar to the OHR recommendation regarding software capacity for case coordination.

Recommended measure—percent of workers on time loss who have received assessment or referral for assessment of impediments to return to work (by Centers) by 4 weeks of work loss.

Quality Improvement Indicators

1 Timeliness of access to care. While timeliness of access may be a critical element in lowering the incidence of disability, this element will be difficult to measure and track. Most offices are not equipped to log in and track time of first contact and time to appointment from first contact. The Institute for Healthcare Improvement (IHI) has instituted a number of quality improvement projects

around scheduling. This indicator, while not currently available, should be developed and tracked as a quality improvement measure.

Recommended measure—percent of workers seen within 3 business days of worker’s first contact.

2. Probability of work-relatedness adequately specified on ROA. Both the expert panels (CTS, low back) and internal DLI stakeholders (claims, occupational nurse consultants) agreed that adequate specification of work-relatedness is an important indicator. We have combined 3 indicators into this quality improvement indicator: 1) document presence/absence of disorder (e.g., CTS, low back injury, fracture), 2) document adequate description of relevant work or incident history, and 3) document probability of work-relatedness, relating the exposure to the disorder. Absent or inadequate data regarding work-relatedness can lead to substantial delays in approving a claim and in payment for medical or time loss benefits. Because the ability to evaluate the adequacy (by the Center) of the work-relatedness determination is likely to be resource intensive, and physician improvement in this area will require substantial CME and mentoring, this should be a quality improvement indicator.

Recommended measure—percent of claims for which the probability of work-relatedness is adequately specified on ROA.

3. Indicators of quality specific to target conditions. Each of the following indicators of quality received high rankings in the expert panels and have substantial validity in empiric data:

a. *Carpal tunnel syndrome*

- Nerve conduction studies to corroborate presence/absence of CTS if time loss >2 weeks or surgery being considered.
- Surgery completed within 4-6 weeks of determination that surgery is indicated.

b. *Low back injury*

- Exam screens for presence/absence of radiculopathy (using recognized, reliable criteria) at the first visit.
- Medical history screens for non-neurological red flags (e.g., older age, history of fever or weight loss) at first visit.
- Need for advanced imaging adequately justified.
- Decision re: potential value of surgery in workers with documented radiculopathy by 12 weeks—surgery within 4-6 weeks of determination that it is indicated and desired by patient..

c. *Extremity fractures*

- Fracture severity graded by documenting key elements at initial visit.
- Initial exam screens for presence/absence of significant vascular or neurologic injury.
- For open fractures, grade severity of soft tissue injury.
- Documentation of adequate antibiotic prophylaxis (open fractures, closed fractures requiring internal fixation).
- Timing and availability of orthopedic consultation documented at initial visit for severe fractures.
- Radiologic follow-up to determine continued adequate reduction by 10 days post-initial reduction.

Recommended measure—percent of claims with specific conditions (CTS, low back injury, extremity fracture) for which each indicator is documented in medical record.

4. Continuity of care. This indicator is supported by high rankings in all 3 expert groups and in the scientific literature.

Recommended measure—percent of workers who have not returned to work who have health care provider visit every 2 weeks for first 2 months, and at least one visit 2-4 weeks following return to work.

5. Outcomes regarding time to return to work and probability of remaining at work 90 days after first return. While none of the expert panels rated RTW outcomes highly as performance indicators, there was high ranking for all three groups to use feedback on RTW outcomes as a quality improvement measure. This outcome was also ranked highly by our stakeholders in the development of the OHS pilot project.

Recommended measure—time to first return to work and % of workers still working 90 days after 1st return to work.

Table 6A
RECOMMENDED QUALITY INDICATORS—PERFORMANCE

Performance Indicator	Expert Panel Ranking(70%)	Validation (OHR, Other)	Specific Measure	Source of Data	Benchmark
Timeliness of submission of ROA	Not addressed.	<p><i>OHR</i>: employer notification within 24 hours.</p> <p><i>Administrative data</i>: 26-28 day avg delay from injury to receipt of ROA, important association with TL duration.</p> <p><i>Stakeholder input</i>: JLARC report.</p>	% of ROA received within 2 days of 1 st office visit.	Administrative data: date of 1st Office visit from MIPS, date of receipt of ROA from LINIIS. Data will be delayed by approximately one quarter.	80% of <u>compensable</u> claims received within 2 days of 1 st office visit.
Two-way communication with employer about return to work	Yes	<p><i>OHR</i>: employer notification.</p> <p><i>Managed care pilot</i> employer survey data.</p> <p><i>OHS</i> worker survey</p>	% of claims for whom 2-way communication with employer about return to work at first visit when worker is off or expected to be off work.	Develop new billing code for 2-way communications that can be easily measured and tracked. Centers may also wish to validate <u>content</u> of 2-way communication by record documentation of the 2-way communication.	80% of 1 st visits with billing code reflecting 2-way communication with employer on time loss claims.

Performance Indicator	Expert Panel Ranking(70%)	Validation (OHR, Other)	Specific Measure	Source of Data	Benchmark
Activity prescription at each health care visit (includes work <u>ability</u>)	Yes	<i>OHR</i> : work restriction form. <i>Employer survey</i> (OHS, managed care pilot)	% of workers for whom prescription discussed and documented at each health care provider visit when patient off work or expected to be off work.	Develop billing code for submission of work restriction form to Center. Form can include actual activity prescription and elements of discussion with worker.	80% of workers on time loss receive activity prescription at 1 st visit and once/mo. for 1 st 3 months.
Referral and assessment for impediments to return to work	Yes	<i>Empiric data</i> : Cheadle et al (1994)	% of workers on time loss who have received assessment or referral for assessment of impediments to return to work (by Centers) by 4 weeks of work loss.	Create new billing code for Centers re: assessment of impediments.	90% of workers receive assessment or referral for assessment by 4 weeks of work loss. Note: this will likely require Centers to use soft- ware to track time loss status of each worker on time loss.

Table 6B
RECOMMENDED QUALITY INDICATORS—QUALITY IMPROVEMENT

Performance Indicator	Expert Panel Ranking(70%)	Validation (OHR, Other)	Specific Measure	Source of Data	Benchmark
Timeliness of access to care	Yes, low back(3 days).	<i>OHR</i> : prompt appt. within 24 hrs. <i>Managed Care Pilot</i> : 20% reduction in incidence of TL(<4 days TL).	% of workers who are seen within 3 business days of worker's first contact.	Difficult to mea- sure; would have to develop tracking and scheduling mechanism with participating doctors and Centers.	<u>Year 1</u> : 80% of injured workers seen within 3 days' contact. <u>Year 2</u> : 80% of injured workers seen within 1 day of contact.
Probability of work-relatedness adequately specified on ROA	Yes	<i>Claims</i> and <i>ONC stake- holder input</i> .	% of claims for which the probability of work- relatedness is adequately specified on ROA.	ROA, medical records.	80% of compensable claims contain adequate specification of work- relatedness on ROA.
Indicators of quality specific to target conditions (see text for details)	Yes	Strong validation in <i>empiric literature</i> . <i>Practice patterns</i> : early vs. late diagnosis of CTS or radiculopathy is strongly associated with duration of disability.	% of claims with specific conditions for which each indicator is documented in medical record.	Medical record review will likely be necessary for most of these indicators. Condition-specific focus could be developed by Centers <u>for each condition</u> .	80% of records should contain <u>all</u> indicators <u>for each condition</u> .
Continuity of care	Yes	<i>Empiric literature</i> : van der Weide study, <i>ACOEM guidelines</i> (Harris, 1998).	% of workers who have not returned to work who have healthcare provider visit every 2 weeks for 1 st 2 months, and at least one visit 2-4 weeks following RTW.	E&M (existing) billing code data.	70% of workers meet continuity target during the course of their care.

Performance Indicator	Expert Panel Ranking(70%)	Validation (OHR, Other)	Specific Measure	Source of Data	Benchmark
Return to work outcome	Yes	<i>Stakeholder input.</i> <i>Empiric data:</i> there is a correlation between time loss status and return to work. Proposed as quality indicator for health plans by URAC (Greenberg 1998) and supported by published studies (Baldwin et al 1996).	Time to first return to work and % of workers still working 90 days after 1 st return to full or transitional work.	Timely feedback will likely require <u>brief RTW survey</u> of all workers on TL and a brief follow- up survey of those who have returned to work.	No known benchmark.

Occupational Health Services Project Draft Fee Schedule

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
COHE PHYSICIAN SERVICES	Complete assessment for impediments to return to work at 4 weeks of time loss. (performed by physicians in the COHE)	99456	Work related or medical disability examination by other than the treating physician that includes: <ul style="list-style-type: none"> • Completion of a medical history commensurate with the patient's condition • Performance of an examination commensurate with the patient's condition; • Formulation of a diagnosis, assessment of capabilities and stability, and calculation of impairment; • Development of future medical treatment plan; and • Completion of necessary documentation/certificates and report. 	1 per claim Rate set at E/M code 99203 Pay for claims with ≥ 4 weeks of time loss	99456 - \$117.55	Currently not covered as a distinct service code.

APPENDIX D

L&I RFP No. 00C-61

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
	Coaching and mentoring attending physicians by telephone Consultations Telephone call to employer about return to work	99371 99372 99373	<p>Telephone call by a physician to patient or for consultation or medical management or for coordinating medical management with other health care professionals (e.g., nurses, therapists, social workers, nutritionists, physicians, pharmacists);</p> <p>99371 - simple or brief (e.g., to report on tests and/or laboratory results, to clarify or alter previous instructions, to integrate new information from other health professionals into the medical treatment plan, or to adjust therapy)</p> <p>99372 - intermediate (e.g., to provide advice to an established patient on a new problem, to initiate therapy that can be handled by telephone, to discuss test results in detail, to coordinate medical management of a new problem in an established patient, to discuss and evaluate new information and details, or to initiate new plan of care)</p> <p>99373 - complex or lengthy (e.g., lengthy counseling session with anxious or distraught patient, detailed or prolonged discussion with family members regarding seriously ill patient, lengthy communication necessary to coordinate complex services of several health professionals working on different aspects of the total patient care plan)</p>		<p>99371 - \$12.90 99372 - \$25.79 99373 - \$39.18</p>	Currently reimbursed, but appropriate use for return to work facilitation is not widespread.

APPENDIX D

L&I RFP No. 00C-61

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
	Coaching and mentoring attending physicians face to face	99361 99362	99361 - Medical conference by physician with interdisciplinary team of health professionals or representatives of community agencies to coordinate activities of patient care (patient not present); approximately 30 minutes 99362 - Approximately 60 minutes		99361 - \$60.02 99362 - \$119.04	Currently covered, but not routinely used.
	Work-site visit and job modifications	0389R 0390R	0389R - job modification/pre-job modification services, non-vocational provider 0390R - work evaluation, non-vocational provider	For non-vocational providers.	0389R - \$8.88 per each 6 minutes 0390R - \$7.30 per each 6 minutes	Currently covered.
	Clinical services for complex cases		See L&I fee schedule	No change in rate/description	See L&I fee schedule	Currently covered.
HEALTH SERVICES COORDINATOR (NON-PHYSICIAN SERVICES)	Coordination of health services—face to face with patient	97003 97004	97003 - Occupational therapy evaluation 97004 - Occupational therapy re-evaluation	Must have actual contact with patient	97003 - \$90.77 97004 - \$46.62	Currently covered for occupational therapists.
	Coordination of health services—without face to face contact	G9001 G9002	G9001 - Coordinated care fee, initial rate G9002 - Coordinated care fee, maintenance rate	G9001 – 1 per claim G9002 – maximum of 8 hours per claim	G9001 - \$45.00 G9002 - \$15.00 per each 15 minutes	
	Work-site visit and job modifications	0389R 0390R	0389R - job modification/pre-job modification services, non-vocational provider 0390R - work evaluation, non-vocational provider	For non-vocational providers.	0389R - \$8.88 per each 6 minutes 0390R - \$7.30 per each 6 minutes.	Currently covered.

APPENDIX D

L&I RFP No. 00C-61

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
ATTENDING PHYSICIANS IN THE PILOT	ROA received by L&I within 48 hours (2 days) of first provider visit.	1040M-22	Completion of the Report of Industrial Injury or Occupational Disease (Report of Accident (ROA)) form and receipt at L&I within 48 hours (2 days) of first provider visit	Pay at 150% of 1040M Pay for medical only and time loss claims if ROA received within 48 hours (2 days) of first provider visit Do not bill this code if the ROA will not be received within 48 hours (2 days) of the first provider visit	1040M-22 - \$36.68	Implementation logistics may be a challenge administratively.
	ROA received by L&I more than 48 hours (2 days) after first provider visit.	1040M	Completion of the Report of Industrial Injury or Occupational Disease (Report of Accident (ROA)) form	Pay according to L&I fee schedule Bill this code if the ROA will not be received within 48 hours (2 days) of the first provider visit	1040M - \$24.45	Currently covered
	Complete activity prescription at each evaluation health care visit.	99358	Prolonged evaluation and management service before and/or after direct (face to face) patient care (e.g., review of extensive records and tests, communication with other professionals and/or the patient/family); first hour (List separately in addition to code(s) for other physician service(s) and/or inpatient or outpatient evaluation and management service)	No more than 6 within 12 weeks Pay for medical only and time loss claims	99358 - \$20.00	Currently expected to be provided as a bundled E/M service. Rarely provided.

APPENDIX D

L&I RFP No. 00C-61

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
	Physical medicine	1044M	Physical medicine modality(ies) and/or procedure(s) by the attending doctor who is not board qualified or certified in physical medicine and rehabilitation.	No change in rate/description Limited to first six visits, except when a doctor practices in a remote area.	1044M - \$33.98	Currently covered.
	Receive face to face coaching and mentoring	99361 99362	99361 - Medical conference by physician with interdisciplinary team of health professionals or representatives of community agencies to coordinate activities of patient care (patient not present); approximately 30 minutes 99362 - Approximately 60 minutes		99361 - \$60.02 99362 - \$119.04	Currently covered, but not routinely used.

APPENDIX D

L&I RFP No. 00C-61

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
	<p>Receive coaching and mentoring from COHE physicians by telephone</p> <p>Consultations</p> <p>Telephone call to employer about return to work</p>	<p>99371</p> <p>99372</p> <p>99373</p>	<p>Telephone call by a physician to patient or for consultation or medical management or for coordinating medical management with other health care professionals (e.g., nurses, therapists, social workers, nutritionists, physicians, pharmacists);</p> <p>99371 - simple or brief (e.g., to report on tests and/or laboratory results, to clarify or alter previous instructions, to integrate new information from other health professionals into the medical treatment plan, or to adjust therapy)</p> <p>99372 - intermediate (e.g., to provide advice to an established patient on a new problem, to initiate therapy that can be handled by telephone, to discuss test results in detail, to coordinate medical management of a new problem in an established patient, to discuss and evaluate new information and details, or to initiate new plan of care</p> <p>99373 - complex or lengthy (e.g., lengthy counseling session with anxious or distraught patient, detailed or prolonged discussion with family members regarding seriously ill patient, lengthy communication necessary to coordinate complex services of several health professionals working on different aspects of the total patient care plan)</p>		<p>99371 - \$12.90</p> <p>99372 - \$25.79</p> <p>99373 - \$39.18</p>	<p>Currently reimbursed, but appropriate use for return to work facilitation is not widespread.</p>

APPENDIX D

L&I RFP No. 00C-61

	SERVICE	CODE	DESCRIPTION	EDITS (PARAMETERS)	MAXIMUM FEE	COMMENTS
	Refer for assessment of impediments to return to work at 4 weeks of time loss.	99199	Unlisted special service, procedure or report	1 per claim Pay for claims with ≥ 4 weeks of time loss	99199 - \$20.00	Currently not covered.
	Complete assessment for impediments to return to work at 4 weeks of time loss. (performed by APP)	99455	Work related or medical disability examination by the treating physician that includes: <ul style="list-style-type: none"> • Completion of a medical history commensurate with the patient's condition • Performance of an examination commensurate with the patient's condition; • Formulation of a diagnosis, assessment of capabilities and stability, and calculation of impairment; • Development of future medical treatment plan; and • Completion of necessary documentation/certificate s and report. 	1 per claim Rate set halfway between E/M codes 99213 and 99214 Pay for claims with ≥ 4 weeks of time loss	99455 - \$83.33	Currently not covered as a distinct code, but may be done as part of an E/M visit. APPs may need to complete additional training to qualify for this reimbursement.

Provider Information

For the table entitled “Providers By County”, a count of all providers currently registered with the Department of Labor and Industries and classified as active (able to submit bills and receive payments) was made as of the calendar year 2000. Only provider types 20 (physician), 22 (osteopathic physician), and 30 (chiropractor) were counted. The counties are the counties in which the providers are registered in the Medical Information Payment System Database (MIPS). The map and table are shaded for easier reading.

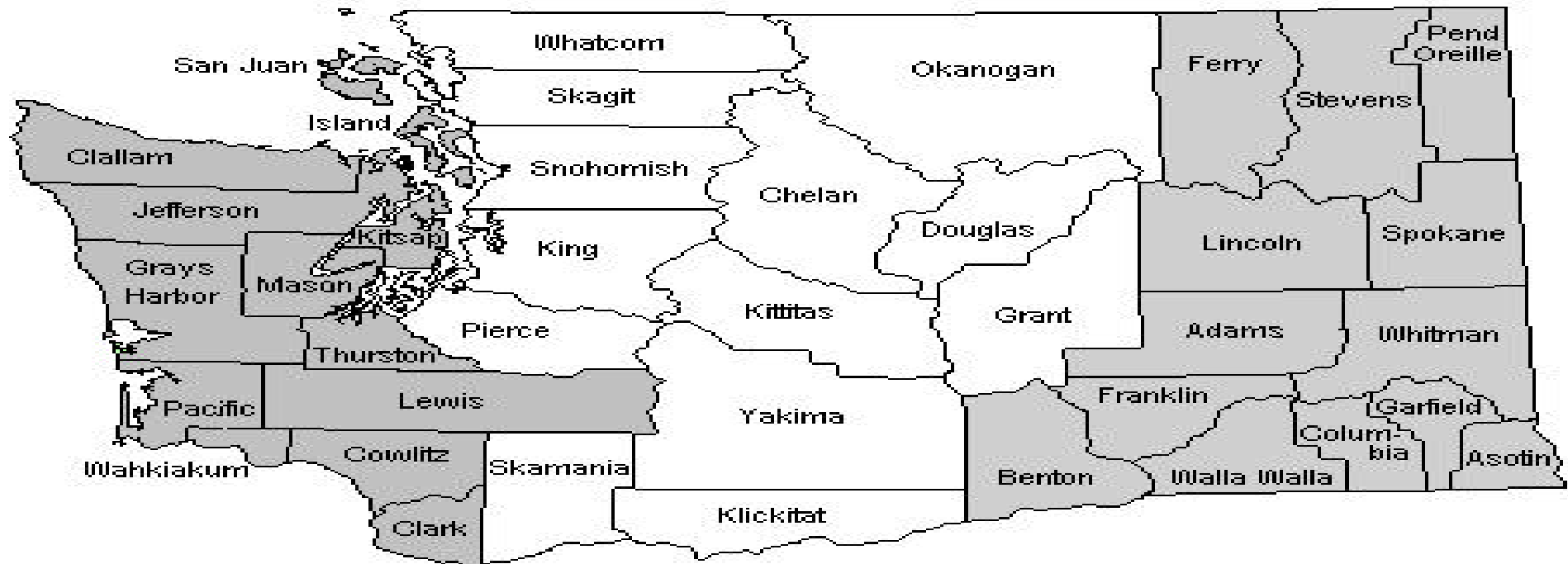
The table entitled “Median and Mean of Claims By Provider Type in 2000” lists the median and mean number of claims received by provider types for chiropractors, osteopaths, physicians and all other provider types as of the calendar year 2000. The data provides the median number of claims, however the mean is included since the vast majority of providers only had one claim making the median number much lower than the mean number. Claims in which no provider type was listed were excluded from the calculation.

The table entitled “Types of Injury Claims By County in 2000” is a count of all state fund claims received in the year 2000 and a count of claims within selected Z-16 codes. The codes used were:

- Low back injury claims: claims with a nature of injury code of 310 or 190 (sprains or dislocations) and an injury body part code of 420 (back);
- Carpal Tunnel Syndrome: claims with a nature of injury code of 562 (nerve) and an injury body part code of 320 (wrist);
- Upper extremity fracture: claims with a nature of injury of 210 (fracture) and an injury body part code of 300 (upper ext), 310 (arms), 311 (upper arm), 313 (elbow), 315 (forearm), 318 (arm mult), 320 (wrist), 330 (hand), 340 (fingers), 350 (hand and fingers), 398 (upper ext mult) or 450 (shoulders); and
- Lower extremity fracture: claims with a nature of injury of 210 (fracture) and an injury body part code of 440 (hips), 500 (lower ext), 510 (thigh), 513 (knee), 515 (lower leg), 518 (leg mult), 520 (ankle), 530 (foot), 540 (toes), 550, foot and toes) or 598 (lower ext).

The map entitled “Number of Claims By County in 2000” is a count of all state fund claims received by the Department of Labor and Industries in the year 2000 regardless of provider type. For the sake of consistency, the county is the county in which the claimant’s doctor is registered rather than where the accident occurred.

Providers by County in 2000



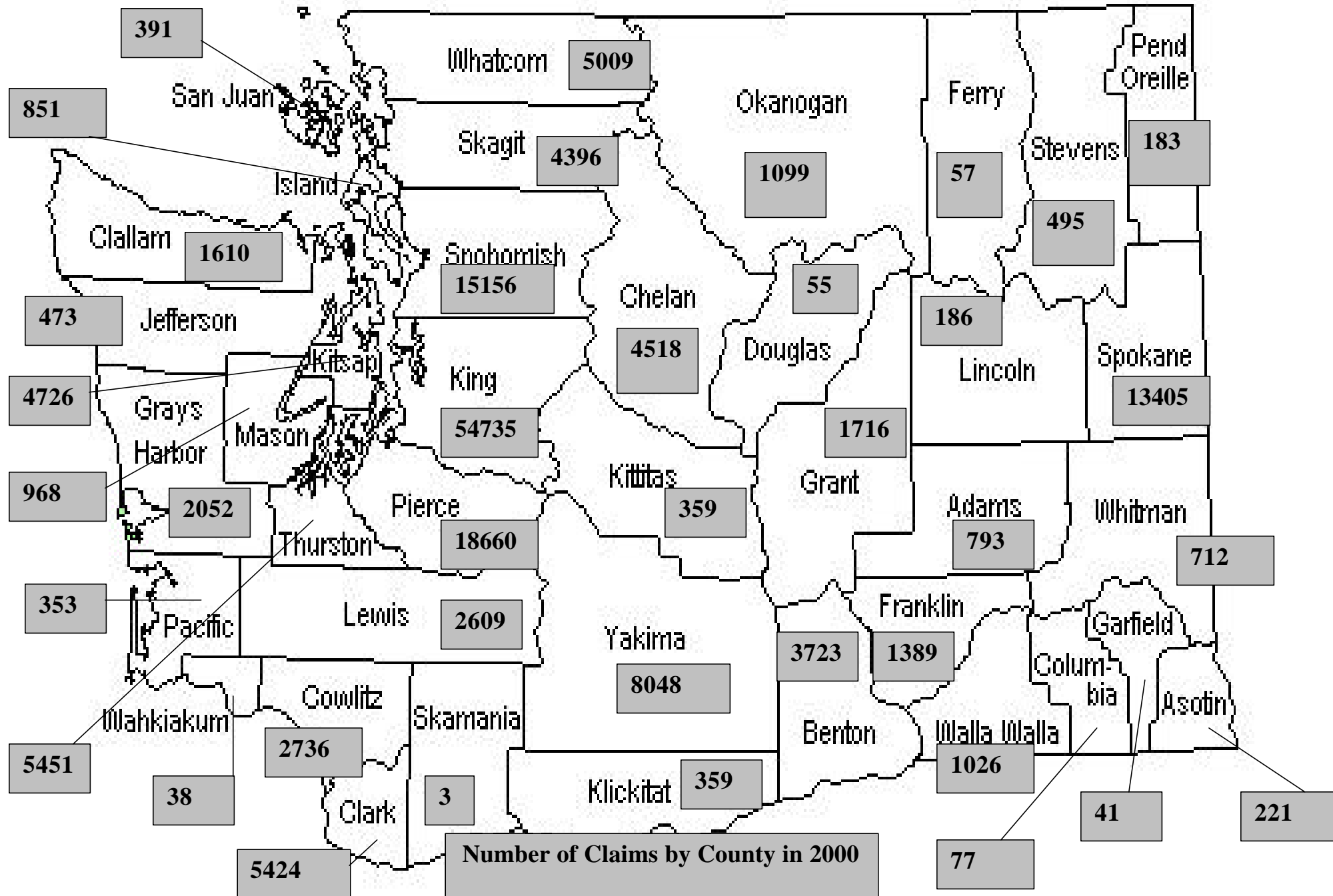
	MD	DO	DC		MD	DO	DC		MD	DO	DC
Clallam	102	4	18	Chelan	229	5	36	Adams	17	4	6
Clark	325	9	91	Douglas	3		4	Asotin	11		5
Cowlitz	143	3	24	Grant	73	6	20	Benton	187	21	41
Grays Harbor	68	14	20	King	3221	120	698	Columbia	4	1	2
Island	54		15	Kittitas	3		8	Ferry	7		1
Jefferson	22	3	5	Klickitat	17		4	Franklin	73	6	10
Kitsap	255	9	78	Okanogan	49	3	18	Garfield	3	1	1
Lewis	86	11	17	Pierce	1194	54	248	Lincoln	12	1	1
Mason	35	1	10	Skagit	188	3	47	Pend Oreille	9	1	1
Pacific	15	2	4	Skamania			2	Spokane	802	33	117
San Juan	10		7	Snohomish	677	27	175	Stevens	28	4	8
Thurston	363	14	89	Whatcom	268	2	65	Walla Walla	101	5	10
Wahkiakum	2	1		Yakima	306	32	45	Whitman	40	1	8

MEDIAN AND MEAN OF
Claims By Provider Type in 2000

Type of Provider	Median Number of Claims By Provider Type	Mean Number of Claims By Provider Type
PHYSICIAN	2	11
OSTEOPATH	3	10
CHIROPRACTOR	3	4
OTHER	2	17
All	2	11

Types of Injury Claims By County

County	Total Number Of Claims	Low Back Injury Claims	Claims with Carpal Tunnel	Claims with Upper Extremity Fractures	Claims with Lower Extremity Fractures
ADAMS	793	18	6	4	7
ASOTIN	221	6	0	3	1
BENTON	3723	87	25	19	21
CHELAN	4518	102	29	22	26
CLALLAM	1610	50	14	10	12
CLARK	5424	146	38	17	24
COLUMBIA	77	4	0	1	0
COWLITZ	2736	60	28	8	10
DOUGLAS	55	3	0	0	0
FERRY	57	4	1	1	2
FRANKLIN	1389	24	9	3	3
GARFIELD	41	2	0	1	1
GRANT	1716	47	13	5	11
GRAYS HARBOR	2052	58	22	5	6
ISLAND	851	25	7	2	6
JEFFERSON	473	18	3	3	4
KING	54735	1,216	386	197	251
KITSAP	4726	124	38	21	27
KITTITAS	944	32	8	6	2
KLICKITAT	359	17	0	2	6
LEWIS	2609	55	25	14	17
LINCOLN	186	6	2	2	0
MASON	968	27	10	4	5
OKANOGAN	1099	52	12	8	5
OUT OF STATE	9526	200	37	31	29
PACIFIC	353	20	4	4	3
PEND OREILLE	183	8	2	0	2
PIERCE	18660	473	142	60	79
SAN JUAN	391	14	3	2	3
SKAGIT	4396	99	33	14	22
SKAMANIA	3	1	0	0	0
SNOHOMISH	15156	369	133	52	74
SPOKANE	13405	301	117	48	64
STEVENS	495	19	9	4	2
THURSTON	5451	167	61	18	22
WAHAKIAKUM	38	1	0	1	1
WALLA WALLA	1026	30	8	9	6
WHATCOM	5009	135	54	17	23
WHITMAN	712	27	4	5	7
YAKIMA	8048	160	63	22	37



Employer and Community Information Sources

Sample of information available by county

- Sources:** 1) Washington State Hospital Association
(www.wsha.org)
2) Washington State Employment Security Department
(www.wa.gov/esd/lmea/labrmrkt)
3) Washington State Office of Finance Management
(www.ofm.wa.gov/locia.htm)
4. Washington State labor Council (www.wslc.org)

	Population (1999)	
	Land Area (in square miles)	
	Average Personal Income	
	Number of firms and employees	
<i>Size Range</i>	<i># of Firms</i>	<i>Employment</i>
<i>Total</i>		
<i>0-4</i>		
<i>5-9</i>		
<i>10-19</i>		
<i>20-49</i>		
<i>50-99</i>		
<i>100-249</i>		
<i>250-499</i>		
<i>500-999</i>		
<i>1,000+</i>		

Industry breakdown (e.g. manufacturing, services, retail trade, government, etc.)

Organized labor

Unemployment rate
Medical assistance rate
Medical resources
Major employers

Working DRAFT

Advisory Board of the
Center of Occupational Health and Education

BY-LAWS OF THE BUSINESS AND LABOR ADVISORY BOARD

AUTHORITY

The Advisory Board for the _____ Pilot Center of Occupational Health and Education (hereafter referred to as the Board) and is established under the provisions of the contract between the Washington State Department of Labor and Industries and the _____ Pilot Center of Occupational Health and Education (hereafter referred to as the Pilot Center).

RESPONSIBILITIES

- The Board is responsible to provide advice, guidance and consultation to the Pilot Center concerning its overall purpose.
- The Board is advisory in nature and is not legally responsible for any matters related to the appropriation of funds or quality of medical care.
- The Pilot Center is responsible for the Board so that it functions as a partner in guiding Pilot Center policies and practices.

GOALS

The overall goals of the Advisory Board may include, but are not limited to:

- Clarifying and articulating the needs, expectations, and values of the Pilot Center's constituents.
- Assist in developing Pilot Center programs and evaluating Pilot Center services.
- Provide outreach which links the Pilot Center services to workers, unions, employers and community physicians.
- Helping assure the high quality of the Pilot Center's services.
- Maximizing the utilization of the Pilot Center's services.
- Assisting the Pilot Center staff in improving the quality and scope of their educational, preventive health and advocacy services to the community.
- Monitoring key performance indicators for the Pilot Center including quality assurance and customer satisfaction.

In pursuit of these goals, the Board's areas of activity will include serving as a resource to staff in dealing with outside agencies and organizations, and advising on a wide variety of issues such as utilization and development of new services. The foregoing is illustrative, not restrictive, of the areas of Board activities.

MEMBERSHIP

Membership on the Board shall be open to individuals and representatives of business and labor organizations who are recognized for their commitment to the prevention of work-related disease, injury and disability. The Board shall be limited to ten (10) voting members. Half (5) will be designated as labor members and half (five) will be designated as business members. The majority of both labor and business members shall be representatives of organizations whose members may utilize the clinical services of the Pilot Center.

Appointments to the Board shall be made by the Workers Compensation Advisory Committee (WCAC) parent committee. Except, the:

Department of Labor and Industries may appoint an ex-officio member of the board to represent the Department of Labor and Industries and an ex-officio member to represent community physicians.

The parent organization may appoint one ex-officio member of the board in addition to the Pilot Center Administrator and the Pilot Center Medical Director who both serve as ex-officio members of the board.

The WCAC shall use the following guidelines in appointing Board members:

- A majority of the members appointed to fill both labor and business seats shall be local.
- Appointees must have a constituent base; be a bona fide representative of a business or labor group
- Appointees should be dedicated to Occupational Health and Safety
- Appointees should be accountable to their constituents
- Appointees should have no conflict of interest
- Appointees should reflect the diversity of the constituent populations served by the Pilot Center

Terms shall be for four years during the pilot. Thereafter, terms shall be staggered.

The Executive Committee (the chair and vice chair--one business; one labor) of the Board will be responsible for recruiting new members consistent with the criteria enumerated above. The Executive Committee will submit recommendations for board member replacements to the WCAC parent committee.

Any member who is does not attend two (2) consecutive regularly scheduled meetings without good cause shall be notified in writing. If the member misses the next regularly scheduled meeting without good cause, that absence shall constitute resignation, unless a waiver has been secured from the Chairperson of the Board.

Members may be removed from the Board by the Executive Committee if that body concludes that member's participation is highly detrimental to the functioning of the Board or its committees.

MEETINGS

The Board shall meet at least quarterly. Special meetings of the full Board shall be held upon request of the Executive Committee or upon petition in writing of at least twenty per cent (30%) of the members.

A quorum of six members shall be necessary to conduct a meeting of the Board.

The last meeting of the year shall be the annual meeting. Officers will be elected at this meeting.

The Administrator of the Pilot Center or his/her designate shall be responsible for facilitating Board meeting notices and other communications and shall be responsible for the minutes of all Board meetings.

Board meetings shall be conducted under Roberts Rules of Order. Decisions will be made by consensus. If not attainable, however, a majority rule of those present shall prevail.

In order to facilitate greater communication and understanding between the Board and the Pilot Center's parent organization, the Board shall meet on an annual basis with administrative representatives of the parent organization. Further, the parent organization may appoint a liaison to the board. The liaison will be a non-voting member of the board. The parent organization may choose to name the Pilot Center's Administrator or Medical Director as its liaison.

OFFICERS

The Board shall elect a Chairperson and Vice Chairperson as its officers. Officers of the Board shall be elected at the annual meeting of the full Board. The Chairperson and Vice Chairperson positions shall be distributed between business and labor. For instance if the Chairperson represents labor, then the Vice Chairperson shall represent business.

The position of additional officers of the Board may be created at any Board meeting by a two-thirds (2/3) vote of the members present.

The Chairperson shall preside at all meetings of the Board and shall be an ex-officio member of all committees. He/She shall appoint members to ad hoc committees created by the Board. The Vice Chairperson shall, in the absence of the Chairperson, exercise all functions of the Chairperson.

COMMITTEES

Executive Committee

Shall be composed of the Chairperson and Vice Chairperson of the Board. The Pilot Center's Administrator shall be a non-voting ex-officio member of the Executive Committee.

- Sets the agenda for Advisory Board meetings.
- Carries out decisions of the Advisory Board.
- Acts on Advisory Board matters in between meetings as necessary.
- Appoints committees
- Reviews the work of the committees.
- Recruits new members to the Board.

CONFLICT OF INTEREST

In order to avoid any conflict of interest that could bring into question the integrity of the Pilot Center, its staff and its Advisory Board, Board members and staff should exercise due caution and prudent judgment to avoid any conflict of interest or appearance of same. In instances where a contractual or financial relationship exists between any of the foregoing, (a) the facts and circumstances of each such relationship shall be disclosed immediately to the Board and (b) those so affected shall not vote on motions related to any such business relationship.

DISPUTE RESOLUTION

In the event a dispute occurs between the parties that cannot be resolved by either consensus or majority rule, the issue shall be placed on the next WCAC meeting agenda for resolution by that committee.

AMENDMENTS

These By-Laws may be amended at any meeting of the Board by an affirmative vote of two-thirds (2/3) of the members present. Notification of the proposed amendment (s) shall be sent to each Board member at least one month prior to the meeting at least one month prior to the meeting at which the vote is scheduled.